Microsoft Volume Licensing

Services Provider Use Rights

Worldwide English | October 2011

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Introduction

The Services Provider Use Rights contained here detail how the products through the Microsoft Services Provider License Agreement (SPLA) may be used.

Effective Date

This edition of Microsoft Services Provider Use Rights is effective October 1, 2011.

HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

The license terms that apply to the use of a given licensed product are the Universal License Terms, the General Terms for the licensing model under which the product is licensed, and any Product-specific License Terms.

Universal License Terms

These are license terms that apply to every product (except where specifically noted in the General License Terms and/or Product-specific License Terms).

General License Terms

These are license terms that apply to all products licensed under a given model except where specifically noted in the Product-specific License Terms.

Product-specific License Terms

These are license terms that apply specifically to the product or products under which they are listed.

LICENSING MODELS

There are two licensing models: Per Processor and Subscriber Access License (SAL). Some products are available under one or both licensing models.

Online Services are available only under the Subscriber Access License model. The General License Terms and Product-specific License Terms for Online Service are listed in a separate section.

Products Licensed Under Both Licensing Models

You may license some products under a Per Processor and/or SAL licensing model or both. These products are:

- HPC Pack 2008 R2 Enterprise
- SQL Server 2008 R2 Standard, Enterprise, and Workgroup
- Windows HPC Server 2008 R2 Suite
- Windows Server 2008 R2 HPC Edition
- Windows Server 2008 R2 Standard and Enterprise
- Microsoft Dynamics AX 2012
- Microsoft Dynamics C5 2012
- Microsoft Dynamics GP 2010 R2
- Microsoft Dynamics NAV 2009 R2
- Microsoft Dynamics SL 2011

PRIOR EDITIONS 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 the Microsoft Services Provider Use Rights, you will need to review a previous edition. To find the last edition of Microsoft Services Provider Use Rights document in which a product appeared, you can review the list maintained at http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=2. If you do not have the edition of the Microsoft Services Provider Use Rights document you need, please contact your Microsoft Account Manager.

CLARIFICATIONS AND SUMMARY OF CHANGES

We designed these Services Provider Use Rights to help you license and manage Microsoft products. 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 licensing policies.

Additions	Deletions
• Microsoft Dynamics C5 2012	• Microsoft Dynamics C5 2010
	• Virtual Server 2005 R2 Enterprise Edition

CHANGES

Lync Server 2010 – Lync Server has additional SALs.

Dynamics – Dynamics products have additional software listed in Appendix 1.

NEW SPUR FORMAT

We have reorganized the content in the Services Provider Use Rights. The updated format makes it easier to find license terms for individual products and navigate through the document. For example:

- Product-specific license terms are now addressed by product rather than together with other products under the same licensing model.
- Certain attributes such as available license types, SALs, and License Mobility Rights are readily identifiable in the Product-specific license terms.
- Items in the table of contents and throughout the Product-specific sections are clickable.
- Notices and additional software lists have been consolidated and addressed in separate appendices.

License terms for existing products have not changed except as specifically addressed above for new versions that we are introducing as part of the regular update cycle.

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 Services Provider License Agreement.

Your Use Rights

If you comply with your Services Provider License Agreement, including these Services Provider Use Rights, you may use the software and online services only as expressly permitted in these Services Provider Use Rights.

Rights to Use Other Versions

License terms for products permit use of one or more copies or instances at a time. For all these products, for any permitted copy or instance, you may create, store and run in place of the version licensed, a copy or instance of a:

- prior version;
- different permitted language version; or
- different available platform version (for example, 32 bit or 64 bit).

You may not use different versions of different components, such as server software and additional software, unless the license terms for the product expressly permit you to do so.

Applicable Use Rights

The product use rights in the Services Provider Use Rights when Customer first provides software services with a version of a product remain in effect for the term of the agreement, subject to the following: (1) if Microsoft introduces a new version of a product and Customer uses the new version, Customer must abide by the use rights for the new version; and (2) if Customer provides software services with an earlier version of a product, the use rights for the version of the product in the Services Provider Use Rights when Customer first provides software services with the product under this agreement will apply, provided that if the product has components that are not part of the version originally used, any subsequent use rights specific to those components will apply to those components.

"Cold" Disaster Recovery Rights

For each instance of eligible server software licensed in the Per Processor licensing model that you run in a physical or virtual operating system environment (or OSE) on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment (or OSE) 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.

Rental on Service Devices and/or Rental Devices

Rental on service devices and/or rental devices is not allowed except as expressly permitted herein.

Third Party Software

If other terms come with a program licensed by a third party, those terms apply to your use of it.

Pre-release Code

If other terms come with pre-release code, those terms apply to your use of it.

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.

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 www.microsoftvolumelicensing.com/userights/TechLimit.aspx.

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.

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.

Product Activation

Some products and online services require activation and a Volume License key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section on http://www.microsoft.com/licensing. You are responsible for both the use of keys assigned to you and activation of products using your Key Management Service (KMS) machines. You should not disclose keys to third parties.

- If required for client software you can provide Volume License keys contained only on original media for applications requiring activation.
- You may use your KMS machines only to activate copies of the software licensed under your agreement.

KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

For more information, see http://www.microsoft.com/licensing/existing-customers/product-activation.aspx. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You are not licensed to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

PROPER USE OF KMS

You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.

UNAUTHORIZED USE OF MAK OR KMS KEYS

Microsoft may take any of these actions related to unauthorized use of MAK or KMS keys: prevent further activations, deactivate, or otherwise block the key from activation or validation.

Key deactivation may require the Customer to acquire a new key from Microsoft.

Additional Functionality

We may provide additional functionality for the software or online services. Other license terms and fees may apply.

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. Likewise, to access Remote Desktop Services in Windows Server you need both a Windows Server SAL and a Remote Desktop Services SAL.

.NET Framework and PowerShell Software

Microsoft .NET Framework software and PowerShell software are part of Microsoft Windows. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Other products may also contain .NET Framework software or PowerShell Software. These license terms govern your use of that software.

License Terms for SQL Server Technology

These license terms apply 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 (or OSE) on one server to support that software. You may also use that instance to support other products that include any version of SQL Server Technology. You do not need SQL Server SALs for all such use.

You may not share that instance to support any product that is not licensed with SQL Server Technology.

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.

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.

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.

Benchmark Testing

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: Live Communications Server, Systems Center Operations Manager, System Center Data Protection Manager, Systems Management Server, Windows Server, and Windows Small Business Server. It, however, does apply to SQL Technology, if any, licensed with these products.

MICROSOFT .NET FRAMEWORK

The software may include one or more components of the .NET Framework (".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

SQL Server Reporting Services Map Report Item

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/fwlink/?LinkId=21969.

You may not:

- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software; or
- publish the software, including any application programming interfaces included in the software, for others to copy; or
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

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 operating system environments (or OSEs), 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.

Distributable Code

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 End

Users. The code and text files listed below are "Distributable Code." These Service Provider Use Rights may provide rights to other Distributable Code.

The code and text files listed below are "Distributable Code." These Service Provider Use Rights may provide rights to other 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.
- **Silverlight Libraries:** Copy and distribute the object code form of code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries";

Additional license terms for all Visual Studio Products

The software may also contain the following Distributable Code. You may:

- **Microsoft Merge Modules:** Copy and distribute the unmodified output of Microsoft Merge Modules;
- **REDIST.TXT Files:** Copy and distribute files listed in the REDIST list located at http://go.microsoft.com/fwlink/?LinkId=165518;
- **Sample Code:** Modify, copy, and distribute source and object code form of code marked as "Code Snippet";
- **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.
- **Templates and Site Templates:** Modify, copy, deploy and distribute the source and object code form of templates and code marked as "site templates";
- **Fonts:** Distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font;
- **Styles:** Copy, modify and distribute the object code form of code identified as "X Styles";
- **Icons:** Distribute unmodified copies of code marked as "icons";
- **Setup Program:** Distribute distributable code included in a setup program only as part of that setup program. You may not modify it.
- **EXTENSIBILITY KIT Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions:** Copy and distribute the source and object code form of the code marked as "Extensibility Kit"; and
- **Access Runtime Files:** Copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Plus 2010 or Microsoft Office Access 2010 software. You and your End Users may only use these files to provide database features for your non-database management programs.

For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as your volume 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.

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 Microsoft operating systems, run-time technologies or application platforms;
- 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 that others have the right to modify it.

THE FOLLOWING LICENSE TERMS APPLY TO YOUR USE OF THE PRODUCTS

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.

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.

Operating System Environment ("OSE")

Operating System Environment (OSE) means all or part of an operating system instance (see "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 OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs.

PHYSICAL OSE means an OSE (see "Operating System Environment (OSE)") that is configured to run directly on a physical hardware system. The operating system instance (see "Instance") used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical OSE.

VIRTUAL OSE means an OSE (see "Operating System Environment (OSE)") that is configured to run on a virtual (or otherwise emulated) hardware system.

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.

Assigning a License

To assign a license means simply to designate that license to one device or user.

No Separation of Software

You may not separate the software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

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 OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

Per Processor License Model

GENERAL TERMS

Licensing a Server

Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server as described below.

DETERMINING THE NUMBER OF LICENSES REQUIRED

The number of licenses required is based on either the total number of physical processors on the server (as described in Option 1 below) or the number of virtual and physical processors used (as described in Option 2 below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, you must follow Option 2.

Option 1: Unlimited Virtualization: Under this option, the number of licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. This option is available to you only for enterprise editions of the software.

Option 2: Licensing based on Processors Used: Under this option, the total number of licenses required for a server equals the sum of the licenses required under (a) and (b) below. This is the only option available to you for editions other than enterprise.

- To run instances of the server software in the physical OSE on a server, you need a license for each physical processor that the physical OSE uses.
- To run instances of the server software in virtual OSEs on a server, you need a license for each virtual processor* that each of those virtual OSEs uses. If a virtual OSE uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

*A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given virtual OSE on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of a) and b) below:

a) one license for every X logical processors that virtual OSE uses

b) one license if the number of logical processors it uses is not a whole number multiple of X

"X," as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

Assigning the Required Number of Licenses to the Server

After you determine the number of licenses you need for a server, you must assign that number of 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.

You may reassign a license, but not within 30 days of the last assignment. You may reassign a 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.

Running Instances of the Server Software

Your right to run the software depends on the option used to determine the number of licenses required.

Option 1: Unlimited Virtualization: If you assign to a server licenses equal to the total number of physical processors on the server:

- You may run, at any one time, any number of instances of the server software in one physical and any number of virtual OSEs on that server.
- You do not need to license virtual processors.

Option 2: Licensing based on Processors Used: You may run, at any one time, any number of instances of the server software in physical and virtual OSEs on the licensed server. However, the total number of physical and virtual processors used by those OSEs cannot exceed the number of licenses assigned to that server.

Running Instances of the Client Software

You may run or otherwise use any number of instances of the client software listed in Appendix 1 in physical or virtual operating system environments (or OSEs) 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.

Creating and Storing Instances on Your Servers or Storage Media

You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and client software.
- You may store instances of the server software and client software on any of your servers or storage media.
- 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).

Additional Licensing Requirements and/or Use Rights

NO SUBSCRIBER ACCESS LICENSES (SALS) REQUIRED FOR ACCESS

You do not need SALs for other devices to access your instances of the server software.

DISTRIBUTABLE CODE

You may use Distributable Code as described in the Universal License Terms.

MANAGEMENT PACKS

The software may contain Management Packs. The license terms for the applicable System Center in the SAL licensing model section of these product use rights apply to your use of these Management Packs.

License Mobility within Server Farms

Note: Applicable only to products designated as having License Mobility Rights in the Product-specific License Terms section below.

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may determine the number of licenses you need, assign those licenses, and use the server software as provided in the General License Terms. Alternatively, you may apply the use rights below.

Server Farm. A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 30 days of the last assignment).

LICENSE REASSIGNMENT

Within a Server Farm: You may reassign licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to licenses assigned to servers located within the same server farm.

Across Server Farms: You may reassign server and external connector licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 30 days of the last assignment).

Determining the Number of Licenses Required

Despite anything to the contrary in General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by OSEs in which instances of the software are running.

Running instances of the Server Software in a Server Farm

For all server software covered under License Mobility with the exception of SQL Server 2008 R2 Enterprise: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of operating system environments (or OSEs) within a server farm. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

For SQL Server 2008 R2 Enterprise: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in up to four operating system environments (or OSEs) within a server farm for each software license assigned. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

Alternative Method of Counting

Instead of counting the number of physical processors supporting virtual OSEs, you may count the number of virtual processors being used by virtual OSEs in which instances are running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each of the underlying physical processors. You must assign a number of licenses equal to the sum of the greatest number of:

- virtual processors at any one time used by virtual OSEs in which instances of software are running and
- physical processors at any one time used by physical OSEs in which instances of software are running

PRODUCT-SPECIFIC LICENSE TERMS

BizTalk Server 2010 Branch Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **Yes** *(see General Terms)*   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

You may run instances of the software on licensed servers only at the endpoint of your internal network (or edge of your organization). You may do so to connect business events or transactions with activities processed at that endpoint. No licensed server may:

- act as the central node in a "hub and spoke" networking model,
- centralize enterprise-wide communications with other servers or devices; or
- automate business processes across divisions, business units, or branch offices.

.NET Framework Software

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

BizTalk Server 2010 Enterprise Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **Yes** *(see General Terms)*   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

BizTalk Server 2010 Standard Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **Yes** *(see General Terms)*

See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

NETWORKED CLUSTERS

The server software may not be used on a server that is part of a networked cluster, or in an OSE that is part of a networked cluster of OSEs 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 OSE that is part of a networked cluster of OSEs on the same server. It cannot be shared by more than one OSE in which you run the server software.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Commerce Server 2009 R2 Enterprise Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **Yes** *(see General Terms)*

See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Commerce Server 2009 R2 Standard Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **Yes** *(see General Terms)*

See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Core Infrastructure Server Suite Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

See Applicable Notice: **No**

Client/Additional Software: **No**

Additional Terms:

PRODUCT SUITE

Core Infrastructure Server Suite Datacenter includes the rights to use multiple products. The license provides rights to use software on a server and to manage software running on that server. The same products are also available under individual software and management licenses as described in other sections of these product use rights. You are entitled to the use of the products included in the suite as permitted in this section.

| Introduction | → | Universal License Terms | → | **Per Processor** | → | SAL | → | Online Services | — | Appendix |

By acquiring a license for Core Infrastructure Server Suite Datacenter, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the products included in the product suite.

CORE INFRASTRUCTURE SERVER (CIS) SUITE DATACENTER

Definitions. "Core Infrastructure Server ("CIS") software" in the context of a CIS Suite Datacenter license is the Microsoft software for which you are granted use, access or management rights under the CIS Suite Datacenter license. CIS software includes the latest versions of that software made available (and any prior version).

Applicable use rights. Your access and use of CIS software is governed by the applicable Services Provider Use Rights for the CIS software as modified by these license terms. You need to assign a license for each physical processor on each server on which you run CIS software.

CIS software included:

- Windows Server Datacenter
- System Center Configuration Manager
- System Center Data Protection Manager
- System Center Operations Manager
- System Center Service Manager
- System Center Virtual Machine Manager
- Forefront Endpoint Protection Device Subscription.

Windows Server Datacenter: You may run any number of instances of the Windows Server Datacenter in any number of operating system environments (or OSEs) on each licensed server.

Management Licenses: You are deemed to have assigned to the licensed server System Center Server Management Suite Datacenter licenses equal to the number of CIS Suite Datacenter licenses assigned to the server.

- For each CIS suite license you acquire and assign, you are deemed to have assigned one Forefront Endpoint Protection Device Subscription License to the licensed server.
- You may run any number of instances of the System Center server software included in the CIS Software in any number of OSEs on each licensed server. You may separate and run instances of the server software in different OSEs on the licensed server.
- You may use the System Center software included in the CIS Software to manage any OSE on any of your devices not licensed with CIS Suite so long as you or your users separately acquire and assign management licenses as contemplated in the Services Provider Use Rights or Volume Licensing Product Use Rights as applicable for that software.
- Despite anything to the contrary in your license agreement and the Universal License Terms in these Services Provider Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the use rights for that product in the Service Provider Use Rights.
- All other requirements as set forth in the Service Provider Use Rights, remain in full force and effect.

Forefront Threat Management Gateway 2010 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **Yes** *(see General Terms)*   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Forefront Threat Management Gateway 2010 Standard

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License Mobility Rights: **Yes** *(see General Terms)*   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Introduction → Universal License Terms → **Per Processor** → SAL → Online Services → Appendix

HPC Pack 2008 R2 Enterprise

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License Mobility Rights: **No**   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

CLUSTERED HPC APPLICATIONS

"Clustered HPC applications" is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

CLUSTER NODE

A "cluster node" is a device that is dedicated to running clustered HPC applications or provides job scheduling services for clustered HPC applications.

ASSIGNING THE LICENSE TO A DEVICE

You may assign the license to a cluster node.

HPC SERVICES FOR EXCEL 2010

You may run one instance of HPC Services for Excel 2010 on the licensed device.

NUMBER OF LICENSES REQUIRED

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 (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE)

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

Microsoft Dynamics AX 2012

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License Mobility Rights: **No**   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see http://www.explore.ms.

For those Components licensed under the Processor License model you need to only license and report one Processor License per "system database," regardless of how many processors are used. A "system database" means the underlying database that controls your users and financial reporting units.

| Introduction | → | Universal License Terms | → | **Per Processor** | → | SAL | → | Online Services | → | Appendix |

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In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

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LOCALIZATIONS AND TRANSLATIONS

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The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Microsoft Dynamics C5 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Only for use in Iceland and Denmark

License Mobility Rights: **No**	See Applicable Notice: **No**
Client/Additional Software: **Yes** (see *Appendix 1*)	

Additional Terms:

COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see http://www.explore.ms.

For those Components licensed under the Processor License model you need to only license and report one Processor License per "system database," regardless of how many processors are used. A "system database" means the underlying database that controls your users and financial reporting units.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination

requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

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The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Microsoft Dynamics GP 2010 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**　　　　　　　　　　　　　　　　See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see http://www.explore.ms.

For those Components licensed under the Processor License model you need to only license and report one Processor License per "system database," regardless of how many processors are used. A "system database" means the underlying database that controls your users and financial reporting units.

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If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Microsoft Dynamics NAV 2009 R2

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Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

COMPONENTS

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Microsoft Dynamics SL 2011

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For those Components licensed under the Processor License model you need to only license and report one Processor License per "system database," regardless of how many processors are used. A "system database" means the underlying database that controls your users and financial reporting units.

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Provisioning System

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License Mobility Rights: **No**　　　　　　　　　　　　See Applicable Notice: **No**

Client/Additional Software: **No**

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run any number of instances of the server software on a server that is running Windows 2003 Editions. 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.

Search Server 2010

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License Mobility Rights: **No**　　　　　　　　　　　　See Applicable Notice: **No**

Client/Additional Software: **No**

SharePoint Server 2010 for Internet Sites Enterprise

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License Mobility Rights: **Yes**　　　　　　　　　　　　See Applicable Notice: **No**

Client/Additional Software: **No**

Additional Terms:

All content, information, and applications accessible by internal users must also be accessible to external users. Servers that provide content, information, and applications that are limited to internal users, must be licensed with SharePoint Server 2010. "External users" means users that are not either (i) your customer's employees, or (ii) your customer's onsite contractors or agents. All other users are "internal users."

RUNNING INSTANCES OF THE SERVER SOFTWARE

Despite anything to the contrary in the General License Terms, SharePoint Server 2010 for Internet Sites is not eligible to be licensed under the Unlimited Virtualization option (described as option (1). You must use the Licensing based on Processors Used option (described as option (2) to license SharePoint Server 2010 for Internet Sites Enterprise.

FAST SEARCH SERVER 2010

FAST Search Server 2010 is not part of the SharePoint Server 2010 for Internet Sites Enterprise license; you may not use FAST Search Server 2010 as part of your SharePoint Server 2010 for Internet Sites Enterprise application.

SQL Server 2008 R2 Datacenter

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License Mobility Rights: **Yes**   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

You need a software license for each physical processor on the server.

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. You may run on the licensed server instances of Enterprise or Standard in place of Datacenter in any of the operating system environments (or OSEs).

FAIL-OVER SERVERS

For any operating system environment (or OSE) 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 (or OSE) for temporary support. The number of physical and virtual processors used in that separate operating system environment (or OSE) must not exceed the number of physical and virtual processors used in the corresponding operating system environment (or OSE) in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 Enterprise

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License Mobility Rights: **Yes**   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE.

If you assign software licenses equal to the total number of physical processors on the server you may run the server software in only up to four operating system environments (or OSEs) on the server for each license assigned without regard to the number of physical and virtual processors used. You may run on the licensed server instances of Standard in place of Enterprise in any of these operating system environments (or OSEs).

SQL SERVER CONTROL POINT LIMITS

You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point Utility in the server software at any one time.

FAIL-OVER SERVERS

For any operating system environment (or OSE) 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 (or OSE) for temporary support. The number of physical and virtual processors used in that separate operating system environment (or OSE) must not exceed the number of physical and virtual processors used in the corresponding operating system environment (or OSE) in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 Standard

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License Mobility Rights: **No**   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

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SQL Server 2008 R2 Workgroup

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License Mobility Rights: **No**　　　　　　　　　　　　　See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 Web

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License Mobility Rights: **No**　　　　　　　　　　　　　See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Additional Terms:

The software may be used only to support public and Internet accessible

- Web pages
- Web sites
- Web applications
- Web services

It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Windows HPC Server 2008 R2 Suite

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License Mobility Rights: **No**   See Applicable Notice: **No**

Client/Additional Software: **Yes** (see *Appendix 1*)

Additional Terms:

Windows HPC Server 2008 R2 Suite includes the rights to use HPC Pack 2008 R2 for Enterprise and Windows Server 2008 HPC Edition. The same products are also available under individual software licenses as described in other sections of these Services Provider Use Rights. You are entitled to the use of the products included in Windows HPC Server 2008 R2 suite as permitted in this section. By acquiring a license for Windows HPC Server 2008 R2 Suite you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software licenses for the products included in Windows HPC Server 2008 R2 suite.

USING HPC PACK 2008 R2 ENTERPRISE SOFTWARE

The license terms for HPC Pack 2008 R2 Enterprise apply to your use of the HPC Pack 2008 R2 Enterprise software.

WINDOWS SERVER 2008 R2 HPC EDITION

The license terms for Windows Server 2008 HPC Edition apply to your use of the Windows Server 2008 HPC Edition software.

Windows Server 2008 R2 Datacenter

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License Mobility Rights: **No**

Client/Additional Software: **Yes** (see *Appendix 1*)

See Applicable Notice: **Potentially Unwanted Software, MPEG4, VC-1** (see *Appendix 2*)

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 (or OSE), and
- any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

You may run on the licensed server an instance of Web, Standard or Enterprise in place of Datacenter in any operating system environment (or OSE).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** *(see Appendix 2)*

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 (or OSE) , and
- four instances of the server software in virtual operating system environments (or OSEs). You may run only one instance per virtual operating system environment (or OSE). You may run an instance of Standard in place of Enterprise in any of these virtual operating system environments (or OSEs).

If you run all five permitted instances at the same time, the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) For each additional set of up to four instances of the server software that you run in virtual operating system environments (or OSEs), you need an additional software license for each physical processor on the server.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 for Itanium-based Systems

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**	See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** *(see Appendix 2)*
Client/Additional Software: **Yes** *(see Appendix 1)*	

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 (or OSE), and
- any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 HPC Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**	See Applicable Notice: **Potentially Unwanted Software, MPEG4, VC-1** *(see Appendix 2)*
Client/Additional Software: **Yes** *(see Appendix 1)*	

Additional Terms:

CLUSTERED HPC APPLICATIONS

"Clustered HPC applications" is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

CLUSTER NODE

A "cluster node" is a device that is dedicated to running clustered HPC applications or provides job scheduling services for clustered HPC applications.

NUMBER OF LICENSES REQUIRED

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 (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE)

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

LIMITATIONS ON USE

You may run the server software:

- For the primary purpose of running a cluster node, and
- In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in the second bullet above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

Windows Server 2008 R2 OEM Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

Client/Additional Software: **No**

See Applicable Notice: **Potentially Unwanted Software**, **MPEG-4, VC-1** *(see Appendix 2)*

Additional Terms:

You may only use the server software that is pre-installed on a server that you purchased. The server software must be either Windows Server 2008 R2 OEM Standard or Enterprise. The installation and use rights for the server software are governed by the Software License Terms that accompanied the pre-installed server software; provided however, that access rights to the server software as hosted, in providing software services, and use of the client software in connection with software services are governed by these product use rights.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES.

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES. You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES. You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** *(see Appendix 2)*

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE).

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** *(see Appendix 2)*

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE).

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

SYSTEM CENTER OPERATIONS MANAGER 2007 R2

You need a System Center Operations Manager 2007 R2 Enterprise SAL for each physical processor in the device. You are provided with management rights associated with Enterprise edition workloads of System Center Operations Manager Enterprise

Introduction → Universal License Terms → **Per Processor** → SAL → Online Services → Appendix

Edition SAL. You may manage only one OSE running on the device to which a System Center Operations Manager 2007 R2 Enterprise SAL is assigned.

Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2 with SQL Server 2008 R2 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** *(see Appendix 2)*

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE).

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model model section for a description of the SAL license.

SYSTEM CENTER OPERATIONS MANAGER 2007 R2

You need a System Center Operations Manager 2007 R2 Enterprise SAL for each physical processor in the device. You are provided with management rights associated with Enterprise edition workloads of System Center Operations Manager Enterprise

Introduction → Universal License Terms → **Per Processor** → SAL → Online Services → Appendix

Edition SAL. You may manage only one OSE running on the device to which a System Center Operations Manager 2007 R2 Enterprise SAL is assigned.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

Windows Web Server 2008 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Rights: **No**

Client/Additional Software: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** *(see Appendix 2)*

Additional Terms:

NUMBER OF LICENSES REQUIRED

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 OSE) or one virtual operating system environment (or OSE) 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 OSE) or one virtual operating system environment (or OSE), you need a software license for each physical processor on that server.

LIMITATIONS ON USE

You may use the software for the development and deployment of the Internet Web Solutions. "Internet Web solutions" are publicly accessible and consist solely of the following:

- Web pages
- Web sites
- Web applications
- Web services
- POP3 mail serving

You may use the software to run:

- Web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- Database engine software (for example, Microsoft SQL Server) solely to support Internet Web solutions;
- The Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of the instance of the software.

Any other usage of the software is not permitted.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

Introduction → Universal License Terms → **Per Processor** → SAL → Online Services → Appendix

Subscriber Access License (SAL) Model (Non-Online Services Products)

GENERAL TERMS

SAL GENERAL TERMS ORGANIZATION

The terms below are organized into three sections: *Server Software*, *Management Servers*, and *Desktop Applications.* The section of these General Terms applies to a given product is specified under that product in the Product-Specific License Terms section.

Server Software

- Exchange Server 2010 Standard and Enterprise
- Forefront Identity Manager 2010
- Forefront Unified Access Gateway 2010
- HPC Pack 2008 R2 Enterprise
- Lync Server 2010 Enterprise
- Lync Server 2010 Standard
- Microsoft Application Virtualization Hosting for Desktops
- Microsoft Dynamics AX 2012
- Microsoft Dynamics C5 2012
- Microsoft Dynamics CRM 2011 Service Provider
- Microsoft Dynamics GP 2010 R2
- Microsoft Dynamics NAV 2009 R2

- SharePoint Server 2010
- SQL Server 2008 R2 Enterprise (including OEM versions)
- SQL Server 2008 R2 Small Business
- SQL Server 2008 R2 Standard (including OEM versions)
- SQL Server 2008 R2 Workgroup
- Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology
- Windows HPC Server 2008 R2 Suite
- Windows Server 2008 R2 Enterprise
- Windows Server 2008 R2 HPC Edition
- Windows Server 2008 R2 OEM
- Windows Server 2008 R2 Standard

Introduction → Universal License Terms → Per Processor → **SAL** → Online Services → Appendix

- Microsoft Dynamics SL 2011
- Productivity Suite
- Project Server 2010

- Windows Small Business Server 2011 Essentials
- Windows Small Business Server 2011 Premium Add-on
- Windows Small Business Server 2011 Standard

You have the rights below for each corresponding SAL you acquire.

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. Device SALs are not available except for products that we designate in the Product-specific License Terms section. A hardware partition or blade is considered to be a separate device. The appropriate SAL for each product is listed in the Product-specific License Terms section below.

You do not need SALs for any software licensed with a Per Processor license.

All server software access requires base SALs, and some software functionality requires additive SALs. Both types are listed in the table below. You need both the product's base SAL and additive SAL to access functionality listed in the Product-specific License Terms section below.

Types of SALs

There are three types of SALs: one for devices, one for users and one for qualified educational users ("students"). 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. Products with student SAL offerings require qualification through the Qualified Educational Customer Addendum. Like user SALs, each student SAL permits one user, using any device, to access instances of the server software on your servers.

REASSIGNMENT OF SUBSCRIBER ACCESS LICENSES (SAL)

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.

SALs FOR SA

SALs for SA may be acquired and assigned to users who have also been assigned a qualifying Client Access License ("CAL") with active Software Assurance ("SA") acquired under a Microsoft Volume Licensing Program or who uses a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned. You may not acquire SALs for SA for more than one user for any given qualifying CAL. Use rights for SALs for SA are identical to their corresponding SALs, as defined in this document. The right to assign a SAL for SA to a user or device expires when the Software Assurance coverage for the qualifying CAL expires. Use of a SAL for SA does not invalidate the use rights of the qualifying CAL. SALs for SA may only be reassigned, and must be reassigned, when and as the qualifying CAL is reassigned. For more information on ordering SALs for SA and the order validation process, please see http://www.explore.ms or contact your software products reseller.

SALs available for SA customers and their qualifying CALs are listed under applicable products in the Product-specific License Terms section.

CREATING AND STORING INSTANCES ON YOUR SERVERS OR STORAGE MEDIA.

You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and client software.
- You may store instances of the server software and client software on any of your servers or storage media.
- 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).

MANAGEMENT PACKS

The software may contain Management Packs. The license terms for the applicable System Center products in this SAL licensing model section apply to your use of the Management Packs.

SOFTWARE

Running Instances of the Server Software: You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

Running Instances of the Client Software: You may run or otherwise use any number of instances of the client software listed in Appendix 1 in physical or virtual operating system environments (or OSEs) on any number of devices. You may use the client software only with the server software directly or indirectly through other client software.

Management Servers

- System Center Configuration Manager 2007 R3
- System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology
- System Center Data Protection Manager 2010
- System Center Operations Manager 2007 R2
- System Center Operations Manager 2007 R2 with SQL Server 2008 Technology

- System Center Service Manager 2010
- System Center Service Manager 2010 with SQL Server 2008 Technology
- System Center Virtual Machine Manager 2008 R2
- Windows Embedded Device Manager 2011
- Windows Embedded Device Manager 2011 with SQL Server 2008 Technology

You must acquire and assign to a device or user, the appropriate category and type of SAL for the operating system environments (or OSEs) you will use your instances of the server software to directly or indirectly manage.

CATEGORIES OF SALs

There are two categories of SALs: client and server. The category of SAL required depends on the operating system software running within an OSE. Managed OSEs running server operating system software require server SALs. All other managed OSEs require client SALs. A single device may have a mix of managed OSEs, including a subset running server operating systems. If so you will need a mix of the two categories for that device.

Two Types of Client SALs: There are two types of client SALs: one for managed OSEs and one for users.

- OSE client SALs permit your instances of the server software to manage an equal number of OSEs used by any users.
- User client SALs permit your instances of the server software to manage the OSEs used by each user to whom a user client SAL is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client SALs to each of the users.
- Client SALs do not permit management of any OSE running a server operating system.

One Type of Server SAL

There is no user option for server SALs. The OSE server SAL is the only type of server SAL you can acquire. OSE server SALs permit your instances of the server software to manage an equal number of OSEs. While there is only one type of server SAL, there may be up to two editions. If there is more than one edition of server SAL, the edition you need depends on the workload that is managed. If you are managing a virtual OSE on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments (or OSEs) on that device, then you may manage that virtual OSE and the physical OSE under a single server SAL.

Your server SALs do not permit management of any OSE running any operating system software other than server operating system software.

REASSIGNMENT OF SUBSCRIBER ACCESS LICENSES (SAL)

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.

MANAGEMENT SALs

If you acquire user client SALs, you must assign them to the users of the OSEs your instances of the server software manage.

If you acquire OSE client or server SALs, you must assign them to the devices on which your managed OSEs will run. A hardware partition or blade is considered to be a separate device. At any one time, the number of OSEs being managed on a device may not exceed the number of OSE client or server management SALs assigned to that device (except in the case where you are permitted to manage the physical OSE and a virtual OSE under a single server SAL as provided above).

The appropriate management SALs (server or client, and OSE or user [if any]) for each product are listed in the Product-specific License Terms section below.

For purposes of this paragraph, to "manage" an OSE means to solicit or receive data about, configure, or give instructions to: the hardware or software associated with the OSE, other than to discover the presence of a device.

You do not need a management SAL for:

- any OSEs in which no instances of software are running,
- any devices functioning only as network infrastructure devices (OSI layer 3 or below), or
- any of your devices for which you are exclusively performing out of band management. Out of band management consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware

components (e.g., system temperature, fan speed, power on/off, system reset, CPU availability). Monitoring utilization of CPU, RAM, NIC, or storage is considered indirect management of the OSE and requires a management license.

With any instance of the server software on your servers, you may manage:

- any number of OSEs on a device, once you assign an equal number of management SALs to that device.
- the OSEs users use, once you assign management SALs to those users.

However, you may manage the physical OSE and any virtual OSE under a single server SAL, if you use the physical OSE for the limited purposes described above.

SERVER MANAGEMENT LICENSE SUITES

As exceptions to the license terms generally governing management of OSEs under server management SALs:

You may manage at any one time up to four OSEs running on your devices to which a System Center Server Management Suite Enterprise SAL is assigned. If you are managing four virtual OSEs on the licensed device and the physical OSE is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service operating system environments (or OSEs) on that device, then you may also manage the physical OSE.

You may manage any number of OSEs running on a device to which a System Center Server Management Suite Datacenter SAL is assigned. You need a System Center Server Management Suite Datacenter SAL for each physical processor in the device. System Center Server Management Suite Datacenter SALs permit management by earlier versions of these System Center Management Server products.

REASSIGNMENT OF SALS

You may:

- permanently reassign an OSE server or client SAL from one device to another, or a user client SAL from one user to another; or
- temporarily reassign an OSE server or client SAL to a loaner device while the first device is out of service, or a user client SAL to a temporary worker while the user is absent.

SOFTWARE

Running Instances of the Server Software: You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

Running Instances of the Client Software: You may run or otherwise use any number of instances of the client software listed in Appendix 1 in physical or virtual operating system environments (or OSEs) on any number of devices. You may use the client software only with the server software directly or indirectly through other client software.

CREATING AND STORING INSTANCES ON YOUR SERVERS OR STORAGE MEDIA

You have the additional rights below for each software license you acquire, you may:

- Create any number of instances of the server software and client software.
- Store instances of the server software and client software on any of your servers or storage media.
- 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).

MANAGEMENT AND CONFIGURATION PACKS

The software may contain Management or Configuration Packs. The license terms for the applicable System Center products in this SAL licensing model section apply to your use of these Packs.

Desktop Applications

- Expression Encoder Pro 4
- Expression Studio 4 Ultimate
- Expression Studio 4 Web Professional
- Office Multi Language Pack 2010
- Office Professional Plus 2010
- Office Standard 2010
- Project 2010 Professional
- Project 2010 Standard
- Visio 2010 Premium

- Visio 2010 Professional
- Visio 2010 Standard
- Visual Studio 2010 Premium
- Visual Studio 2010 Professional
- Visual Studio 2010 Ultimate
- Visual Studio LightSwitch 2011
- Visual Studio Team Explorer Everywhere 2010
- Visual Studio Test Professional 2010
- Windows 7 Professional Upgrade

You must acquire and assign a SAL to each user that is authorized to access your instances of the software directly or indirectly, regardless of actual access of the software. Device SALs are not available except for products that we designate in the Product-Specific License Terms section). A hardware partition or blade is considered to be a separate device.

TYPES OF SALs

There are two types of SALs: one for users and one for devices.

User SALs: Each user SAL permits one user to use any device to access and use the software.

Device SALs: Service Device and/or Rental Device. Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "service device and/or rental device." A hardware partition or blade is considered to be a separate device**.** You may install and use any number of copies of the software on the service device and/or rental device.

CONCURRENT CONNECTIONS FOR USER SALs

You must acquire a SAL for each concurrent connection to a server running the 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 software from both devices at the same time.

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.

PRODUCT-SPECIFIC LICENSE TERMS

Exchange Server 2010 Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **No**
Client/Additional Software: **Yes** (see *Appendix 1*)	

SUBSCRIBER ACCESS LICENSES (SALs)	
You need:	• Exchange Server 2010 Hosted Exchange Enterprise SAL, **or**
• Exchange Server 2010 Hosted Exchange Basic SAL, **or**	• Exchange Server 2010 Hosted Exchange Enterprise Plus SAL, **or**
• Exchange Server 2010 Hosted Exchange Standard SAL, **or**	• Productivity Suite SAL
• Exchange Server 2010 Hosted Exchange Standard Plus SAL, **or**	

SALs for SA	Qualifying CALs
• Hosted Exchange Standard SAL	• Exchange Server 2010 Standard CAL, **or**
	• Core CAL Suite, **or**
	• Enterprise CAL Suite
• Hosted Exchange Enterprise SAL	• Exchange Server 2010 Standard CAL **and** Exchange Server 2010 Enterprise CAL, **or**

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- Core CAL Suite **and** Exchange Server 2010 Enterprise CAL, **or**

- Enterprise CAL Suite

Additional Terms:

You do not need SALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory.

USER SAL REQUIREMENT

The Exchange Server 2010 Hosted Exchange Basic, Exchange Server 2010 Hosted Exchange Standard, Exchange Server 2010 Hosted Exchange Standard Plus, Exchange Server 2010 Hosted Exchange Enterprise, Exchange Server 2010 Hosted Exchange Enterprise Plus and Productivity Suite SALs include the use of Outlook Web Access. You must obtain a SAL for each user.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2010 HOSTED EXCHANGE BASIC SAL

Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Basic 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), Internet Message Access Protocol (IMAP)) and Web browser access via any client;
- Personal Mail Folders (not shared with other users);
- Personal Address List (not shared with other users);
- Personal Calendar (not shared with other users);
- Personal Tasks (not shared with other users);
- 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@servicesprovider.com'). Multiple suffixes (".com", ".net", ".org" etc) are allowed (e.g., 'joe@smith.com', 'joe@smith.net', 'joe@smith.de', etc.); and
- Global Address List: address list of all users within personalized domain or within the service provider's entire domain.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2010 HOSTED EXCHANGE STANDARD SAL, EXCHANGE SERVER 2010 HOSTED EXCHANGE STANDARD PLUS SAL AND PRODUCTIVITY SUITE SAL

Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Standard SAL, Exchange Server 2010 Hosted Exchange Standard Plus SAL or Productivity Suite SAL may use the following features of the server software:

- The features of the Exchange Server 2010 Hosted Exchange Basic SAL described above;
- Support for a multiple, second level domains for a single user or user organization;
- Outlook Web Access features that enable the features described in this SAL;
- Messaging Application Programming Interface (MAPI) network protocol;
- Shared Folders;
- Public Folders;
- Shared Address List;
- Shared Contacts;
- Shared Tasks;
- Shared Calendar;
- Group scheduling, including viewing free/busy times of others;
- Mobile Notification: Receive notification of events in the server software via mobile devices;
- Mobile Browse: Access the server software inbox, calendar, address book, Global Address Book and tasks via mobile devices; and
- Mobile Synchronization: Synchronize mobile devices over wireless networks with the server software inbox, calendar, address book and tasks.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2010 HOSTED EXCHANGE ENTERPRISE SAL AND EXCHANGE SERVER 2010 HOSTED EXCHANGE ENTERPRISE PLUS SAL

Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Enterprise SAL and Exchange Server 2010 Hosted Exchange Enterprise Plus SAL may use the following features of the server software:

- The features of the Exchange Server 2010 Hosted Exchange Standard SAL as described above;
- Unified Messaging;
- Compliance Management;
- Exchange 2010 anti-spam;
- Forefront anti-virus;
- Exchange Hosted Services anti-virus; and
- Exchange Hosted Services anti-spam.

OUTLOOK MAC 2011 AND OUTLOOK 2010

In addition to the limitations above, these additional terms apply to **Exchange Server 2010 Hosted Exchange Enterprise Plus and Standard Plus SALs**: You may create and run one instance of the Outlook Mac 2011 or Outlook 2010 client software in one physical or virtual operating system environment (or OSE) 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.

Expression Encoder Pro 4

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **MPEG-2 (see** Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Expression Encoder Pro 4 SAL

Expression Studio 4 Ultimate

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer, MPEG-2 (see** Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Expression Studio 4 Ultimate SAL

Expression Studio 4 Web Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (see** Appendix 2**)**

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Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Expression Studio 4 Web Professional SAL

Forefront Identity Manager 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software　　　　　See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Forefront Identity Manager 2010 SAL

Forefront Unified Access Gateway 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software　　　　　See Applicable Notice: **No**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Forefront Unified Access Gateway 2010 SAL

HPC Pack 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software　　　　　See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- HPC Pack 2008 R2 Enterprise SAL

Additional Terms:

CLUSTERED HPC APPLICATIONS

"Clustered HPC applications" is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

CLUSTER NODE

A "cluster node" is a device that is dedicated to running clustered HPC applications or provides job scheduling services for clustered HPC applications.

HPC SERVICES FOR EXCEL 2010

You may run one instance of HPC Services for Excel 2010 on the licensed device.

Lync Server 2010 Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **Recording, VC-1 (See** Appendix 2**)**
Client/Additional Software: **Yes** *(see Appendix 1)*	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Lync Server 2010 Standard SAL **or**
- Lync Server 2010 Enterprise SA **or**
- Lync Server 2010 Plus SAL, **or**
- Lync Server 2010 Enterprise Plus SAL, **or**
- Productivity Suite SAL

SALs for SA

SAL for SA:	Qualifying CALs:
• Lync Server Standard SAL	• Lync Server 2010 Standard CAL, **or** • Enterprise CAL Suite
SAL for SA: • Lync Server Enterprise SAL	**Qualifying CALs:** • Lync Server 2010 Standard CAL **and** Lync Server 2010 Enterprise CAL, **or** • Core CAL Suite **and** Lync Server Enterprise CAL, **or** • Enterprise CAL Suite
SAL for SA: • Lync Server Plus SAL	**Qualifying CALs:** • Lync Server 2010 Standard CAL **and** Lync Server 2010 Plus CAL, **or**

- Core CAL Suite **and** Lync Server Plus CAL, **or**
- Enterprise CAL Suite **and** Lync Server Plus CAL

Additional Terms:

SAL TYPES

The available SAL types are:

- Lync Server 2010 Standard SAL (User / Device)
- Lync Server 2010 Enterprise SAL (User / Device)
- Lync Server 2010 Plus SAL (User / Device)
- Lync Server 2010 Enterprise Plus SAL (User / Device)
- Productivity Suite SAL (User only)

You do not need SALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory, or Lync Server.

STANDARD SAL

Each user or device for whom you obtain a Standard SAL or Productivity Suite SAL may use the following features of the server software.

- All Instant Messaging functionality
- All Presence functionality
- All Group Chat functionality

ENTERPRISE SAL

Each user or device for whom you obtain an Enterprise SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Audio, Video, and Web Conferencing functionality
- All Desktop Sharing functionality

PLUS SAL

Each user or device for whom you obtain a Plus SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Voice Telephony functionality
- All Call Management functionality

ENTERPRISE PLUS SAL

Each user or device for whom you obtain an Enterprise Plus SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Audio, Video, and Web Conferencing functionality
- All Desktop Sharing functionality
- All Voice Telephony functionality
- All Call Management functionality

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

In addition to the rights described above, these additional terms apply to Lync Standard, Enterprise, Plus, Enterprise Plus, and Productivity Suite SALs:

You may create and run one instance of the Lync 2010 or Lync for Mac 2011 client software in one physical or virtual operating system environment (or OSE) 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.

Microsoft Application Virtualization Hosting for Desktops

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Microsoft Application Virtualization Hosting for Desktops SAL

Additional Terms:

APPLICATION VIRTUALIZATION WITH MICROSOFT PRODUCTS AND COMPONENTS OF MICROSOFT PRODUCTS

The following Microsoft products may be used with Microsoft Application Virtualization Hosting for Desktops or other third-party application virtualization technologies:

- Microsoft Dynamics NAV 2009 R2

No other Microsoft products or components of Microsoft products are allowed.

Microsoft Dynamics AX 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

When licensing under the SAL model, **You need:**

- Dynamics AM Full User SAL[1], **or**
- Dynamics AM Light User SAL[1], **or**
- Dynamics AM ESS User SAL[1], **or**

- Dynamics BE Full User SAL[2], **or**
- Dynamics BE Light User SAL[2]

[1] for Advanced Management edition
[2] for Business Essentials edition

Additional Terms:

TYPES OF SALS

There are 3 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units
- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.

- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client , and (ii) restricts such access to the following discrete set of functionalities,
  - Employee Administration: management of the user's own data and profile residing in the system database.
  - Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
  - Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.
  - Employee Requisitions: submission of user's requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics AX 2012 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL(applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics AX 2012 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics AX 2012 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at http://www.explore.ms or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see http://www.microsoft.com/dynamics/en/us/products/ax-availability.aspx.

The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Microsoft Dynamics C5 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

For use in Iceland and Denmark ONLY

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** (see *Appendix 1*)

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Dynamics C5 2012 Basic SAL, **or**

- Dynamics C5 2012 Advanced SAL

Additional Terms:

C5 2012 has user SALs only.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available user SAL editions for Microsoft Dynamics C5 2012 are:

- Microsoft Dynamics C5 2012 Basic SAL
- Microsoft Dynamics C5 2012 Advanced SAL

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics C5 2012 without using the client software; and external users who access Microsoft Dynamics C5 2012 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at www.explore.ms or as provided by your reseller.

Microsoft Dynamics CRM 2011 Service Provider

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** (see *Appendix 1*)

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Microsoft Dynamics CRM 2011 SAL, **or**
- Microsoft Dynamics CRM 2011 Limited SAL

Additional Terms:

You do not need a SAL for external users who access Microsoft Dynamics CRM 2011 through any application / graphical user interface (GUI), other than the Microsoft Dynamics CRM 2011 clients. External users means users that are not either (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

Microsoft Dynamics CRM 2011 SAL: Allows read-write access to Microsoft Dynamics CRM server, files, data content, and Microsoft Dynamics CRM functionality.

Microsoft Dynamics CRM 2011 Limited SAL: The Limited SAL provides a user with full read-only access (e.g., for reports) and limited write access to "Microsoft Dynamics CRM functionality".

Microsoft Dynamics GP 2010 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **No**

Client/Additional Software: **Yes** (see Appendix 1)

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Dynamics AM Full User SAL[1], **or**
- Dynamics AM Light User SAL[1], **or**
- Dynamics AM ESS User SAL[1], **or**

- Dynamics BE Full User SAL[2], **or**
- Dynamics BE Light User SAL[2]

[1] for Advanced Management edition
[2] for Business Essentials edition

Additional Terms:

TYPES OF SALS

There are 3 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units
- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client , and (ii) restricts such access to the following discrete set of functionalities,
  - Employee Administration: management of the user's own data and profile residing in the system database.
  - Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
  - Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.
  - Employee Requisitions: submission of user's requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics GP 2010 R2 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL(applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics GP 2010 R2 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics GP 2010 R2 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at http://www.explore.ms or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see http://www.microsoft.com/dynamics/en/us/products/gp-availability.aspx

The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Microsoft Dynamics NAV 2009 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **No**
Client/Additional Software: **Yes** *(see Appendix 1)*	

SUBSCRIBER ACCESS LICENSES (SALs)

When licensing under the SAL model, **You need:**

- Dynamics AM Full User SAL[1], **or**
- Dynamics AM Light User SAL[1], **or**

- Dynamics BE Full User SAL[2], **or**
- Dynamics BE Light User SAL[2]

[1] for Advanced Management edition

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- Dynamics AM ESS User SAL[1], **or**

[2] for Business Essentials edition

Additional Terms:

TYPES OF SALS

There are 3 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units
- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client , and (ii) restricts such access to the following discrete set of functionalities,
  - Employee Administration: management of the user's own data and profile residing in the system database.
  - Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
  - Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.
  - Employee Requisitions: submission of user's requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics NAV 2009 R2 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL(applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics NAV 2009 R2 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics NAV 2009 R2 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at http://www.explore.ms or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see http://www.microsoft.com/dynamics/en/us/products/nav-availability.aspx

The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and

regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Microsoft Dynamics SL 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software　　　See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

When licensing under the SAL model, **You need:**

- Dynamics AM Full User SAL[1], **or**
- Dynamics AM Light User SAL[1], **or**
- Dynamics AM ESS User SAL[1], **or**

- Dynamics BE Full User SAL[2], **or**
- Dynamics BE Light User SAL[2]

[1] for Advanced Management edition
[2] for Business Essentials edition

Additional Terms:

TYPES OF SALS

There are 3 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units
- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client , and (ii) restricts such access to the following discrete set of functionalities,
  - Employee Administration: management of the user's own data and profile residing in the system database.
  - Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
  - Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.
  - Employee Requisitions: submission of user's requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

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SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics SL 2011 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL(applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics SL 2011 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics SL 2011 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at http://www.explore.ms or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at http://www.explore.ms or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at http://www.explore.ms or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see http://www.microsoft.com/dynamics/en/us/products/sl-availability.aspx

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The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see https://mbs.microsoft.com/partnersource/partneressentials/pllp or contact your Partner Account Manager.

Office Multi Language Pack 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Office Multi Language Pack 2010 SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Office Multi-language Pack 2010 is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Office Professional Plus 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Office Professional Plus 2010 SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Office Professional Plus 2010 is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

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Office Professional Plus 2010 SALs include the use of Office Web Apps. Each user for whom you obtain an Office Professional Plus 2010 User SAL may access and use the Office Web Apps software. For each Service Device and/or Rental Device that you assign an Office Professional Plus 2010 Device SAL, the single primary user of that Service Device and/or Rental Device may access and use the Office Web Apps software from any device. Office Web Apps are not included with the previous versions of Office Professional Plus SALs. Examples include Office Professional Plus 2007 SALs and Office Professional 2003 SALs.

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

Office Standard 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Office Standard 2010 SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Office Standard 2010 is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

OFFICE WEB APPS

Office Standard 2010 SALs include the use of Office Web Apps. Each user for whom you obtain an Office Standard 2010 User SAL may access and use the Office Web Apps software. For each Service Device and/or Rental Device that you assign an Office Standard 2010 Device SAL, the single primary user of that Service Device and/or Rental Device may access and use the BizTalk Apps software from any device. Office Web Apps are not included with the previous versions of Office Standard SALs. Examples include Office Standard 2007 SALs and Office Standard 2003 SALs.

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

Productivity Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Productivity Suite SAL

SALs for SA	*Qualifying CALs*
- Productivity Suite SAL (for Core CAL Suite SA)	- Core CAL Suite, **or**
	- Enterprise CAL Suite

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- Productivity Suite SAL (for Enterprise CAL Suite SA)
- Enterprise CAL Suite

Additional Terms:

Productivity Suite SAL provides rights equivalent to the following SALs: Hosted Exchange Standard SAL, Lync Server 2010 Enterprise SAL, and SharePoint Server 2010 Standard SAL.

Project 2010 Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications

See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Project 2010 Professional SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Project 2010 Professional is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Project 2010 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications

See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Project 2010 Standard SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Project 2010 Standard is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Project Server 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software

See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

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SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Project Server 2010 SAL

SharePoint Server 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	Internet Based Services Notice: **No**
Client/Additional Software: **Yes** *(see Appendix 1)*	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SharePoint Server 2010 Standard SAL, **or**
- Productivity Suite SAL

For the following functionality:	**You need:**
- Business Connectivity Services Line of Business Webparts	- SharePoint Server 2010 Standard SAL, **AND** SharePoint Server 2010 Enterprise SAL
- Office 2010 Business Connectivity Services Client Integration	
- Access Services	
- InfoPath Forms Services	
- Excel Services	
- Visio Services	
- PerformancePoint Services	
- Custom Analytics Reports	
- Advanced Charting	

SALs for SA	*Qualifying CALs*
- SharePoint Server 2010 Standard SAL	- SharePoint Server 2010 Standard CAL, **or** - Core CAL Suite, **or** - Enterprise CAL Suite
- SharePoint Server 2010 Enterprise SAL (please note that SharePoint Server 2010 Enterprise SAL requires the End User to have SharePoint Server 2010 Standard SAL)	- SharePoint 2010 Standard CAL **and** SharePoint Server 2010 Enterprise CAL, **or** - Core CAL Suite **and** SharePoint Server Enterprise CAL, **or** - Enterprise CAL Suite

SQL Server 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Enterprise SAL

Additional Terms:

SQL SERVER CONTROL POINT LIMITS

You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point Utility in the server software at any one time.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 OEM Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Enterprise SAL, **or**

- SQL Server 2008 R2 Enterprise OEM SAL, **or**

- SQL Server 2008 R2 Standard SAL, **or**

- SQL Server 2008 R2 Standard OEM SAL

- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within a Small Business Server (SBS) domain)

Additional Terms:

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 below. 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.

- SQL Server 2008 R2 Enterprise for Embedded Systems x32 (Runtime Edition);
- SQL Server 2008 R2 Standard for Embedded Systems x32 (Runtime Edition);
- SQL Server 2008 R2 Enterprise for Embedded Systems x64 (Runtime Edition);

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- SQL Server 2008 R2 Standard for Embedded Systems x64(Runtime Edition); and
- SQL Server 2008 R2 Standard for Embedded Systems (x32) (Systems Management Runtime Edition)

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 Small Business

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications	See Applicable Notice: **No**
Client/Additional Software: **Yes** *(see Appendix 1)*	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Small Business SAL, **or**
- SQL Server 2008 R2 Standard SAL, **or**
- SQL Server 2008 R2 Enterprise SAL, **or**
- SQL Server 2008 R2 Standard OEM SAL, **or**

- SQL Server 2008 R2 Enterprise OEM SAL, **or**
- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within a SBS domain)

Additional Terms:

The operating system environment (or OSE) in which instances of the server software run must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains

You may not run instances of the server software, separately licensed or otherwise, at the same time in another operating system environment (or OSE) within the same domain. The sum of users and devices assigned SALs in the domain cannot exceed 75.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **No**
Client/Additional Software: **Yes** *(see Appendix 1)*	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Standard SAL, **or**

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- SQL Server 2008 R2 Enterprise SAL, **or**

- SQL Server 2008 R2 Enterprise OEM SAL, **or**

- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within a Small Business Server (SBS) domain)

Additional Terms:

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL Server 2008 R2 Workgroup

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** (see *Appendix 1*)

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Workgroup SAL, **or**

- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)

Additional Terms:

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

System Center Configuration Manager 2007 R3

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers   See Applicable Notice: **No**

Client/Additional Software: **Yes (**see *Appendix 1*)

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Configuration Manager 2007 R3 Client SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

For:	**You need:**
- Management by instances of the server software using desired configuration management (DCM) of only Basic Operating System Workloads running in the licensed OSE, as well as management of any applications running in that OSE that do	- System Center Configuration Manager 2007 R3 Standard Server SAL

not require use of DCM.

For:	**You need:**
Management by instances of the server software using DCM of:	• System Center Configuration Manager 2007 R3 Enterprise Server SAL, **or**
• IT Compliance and Governance configurations	• System Center Server Management Suite Enterprise SAL, **or**
• Basic Operating System Workloads	• System Center Server Management Suite Datacenter SAL
• All other operating system utilities, service workloads, as well as any applications running in the licensed OSE	

Additional Terms:

BASIC OPERATING SYSTEM WORKLOADS DEFINITION

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,
- these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS), and
- these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host.

DATA COPYING AND DISTRIBUTION

You may not copy or distribute any data set (or any portion of a data set) included in the software.

WINDOWS PRE-INSTALLATION ENVIRONMENT

You may install and use the Windows Pre-Installation Environment for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

IMAGEX.EXE, WIMAPI.DLL, WIMFILTER AND PACKAGE MANAGER

You may install and use the following portions of the software for recovering Windows operating system software:

- ImageX.exe,
- Wimapi.dll
- Wimfilter and Package Manager

You may not use these portions of the software to back up your Windows operating system or for any other purpose.

System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers   See Applicable Notice: **No**

Client/Additional Software: **Yes (**see *Appendix 1)*

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CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Client SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

For:	**You need:**
Management by instances of the server software using desired configuration management (DCM) of only Basic Operating System Workloads running in the licensed OSE, as well as management of any applications running in that OSE that do not require use of DCM.	• System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Standard Server SAL

For:

Management by instances of the server software using DCM of:

- IT Compliance and Governance configurations

- Basic Operating System Workloads

- All other operating system utilities, service workloads, as well as any applications running in the licensed OSE

You need:

- System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology Enterprise Server SAL, **or**

- System Center Server Management Suite Enterprise SAL, **or**

- System Center Server Management Suite Datacenter SAL

Additional Terms:

BASIC OPERATING SYSTEM WORKLOADS DEFINITION

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), and
- these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host.

DATA COPYING AND DISTRIBUTION

You may not copy or distribute any data set (or any portion of a data set) included in the software.

WINDOWS PRE-INSTALLATION ENVIRONMENT

You may install and use the Windows Pre-Installation Environment for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

IMAGEX.EXE, WIMAPI.DLL, WIMFILTER AND PACKAGE MANAGER

You may install and use the following portions of the software for recovering Windows operating system software:

- ImageX.exe,
- Wimapi.dll
- Wimfilter and Package Manager

You may not use these portions of the software to back up your Windows operating system or for any other purpose.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

System Center Data Protection Manager 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers	See Applicable Notice: **No**
Client/Additional Software: **Yes (**see Appendix 1)	

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- System Center Data Protection Manager 2010 Client SAL, **or**

- System Center Client Management Suite SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

For:	**You need:**
Basic file backup and recovery management by instances of the server software of:	- System Center Data Protection Manager 2010 Standard Server SAL
- operating system components, utilities, and service workloads running in the licensed OSE.	
- these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host.	

For:	**You need:**
Backup and recovery, including basic file backup and recovery, by instances of the server software of	- System Center Data Protection Manager 2010 Enterprise Server SAL, **or**
- the server system state	- System Center Server Management Suite Enterprise SAL, **or**
- all operating system components	- System Center Server Management Suite Datacenter SAL
- all utilities	
- all server workloads	
- any applications	
running in the licensed OSE	

System Center Operations Manager 2007 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Introduction	→	Universal License Terms	→	Per Processor	→	**SAL**	→	Online Services	→	Appendix

Applicable Section of SAL General Terms: Management Servers	See Applicable Notice: **No**
Client/Additional Software: **Yes (**see *Appendix 1)*	

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- System Center Operations Manager 2007 R2 Client SAL, **or**

- System Center Client Management Suite SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

For:	**You need:**
Management by instances of the server software of only Basic Operating System Workloads running in the licensed OSE.	• System Center Operations Manager 2007 R2 Standard Server SAL

For:	**You need:**
Management by instances of the server software of: • Basic Operating System Workloads • all other operating system utilities • all other service workloads • any applications running in the licensed OSE.	• System Center Operations Manager 2007 R2 Enterprise Server SAL, **or** • System Center Server Management Suite Enterprise SAL, **or** • System Center Server Management Suite Datacenter SAL

For:	**You need:**
Management by instances of the server software of**:** • Basic Operating System Workloads • Internet Information Services (IIS) or similar technology • SQL Web or similar database technology used solely in the same manner as SQL Web	• System Center Operations Manager 2007 R2 Web Server SAL

Additional Terms:

BASIC OPERATING SYSTEM WORKLOADS DEFINITION

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,
- these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS), and
- these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host.

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

System Center Operations Manager 2007 R2 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers

See Applicable Notice: **No**

Client/Additional Software: **Yes (**see *Appendix 1*)

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Client SAL, **or**
- System Center Client Management Suite SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

For:	**You need:**
Management by instances of the server software of only Basic Operating System Workloads running in the licensed OSE.	• System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Standard Server SAL

For:	**You need:**
Management by instances of the server software of: • Basic Operating System Workloads • all other operating system utilities • all other service workloads • any applications running in the licensed OSE.	• System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Enterprise Server SAL, **or** • System Center Server Management Suite Enterprise SAL, **or** • System Center Server Management Suite Datacenter SAL

For:	**You need:**
Management by instances of the server software of**:** • Basic Operating System Workloads • Internet Information Services (IIS) or similar technology • SQL Web or similar database technology used solely in the same manner as SQL Web	• System Center Operations Manager 2007 R2 with SQL Server 2008 Technology Web Server SAL

Additional Terms:

BASIC OPERATING SYSTEM WORKLOADS DEFINITION

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,
- these networking service workloads: Distributed Naming Service (DNS), Dynamic Host Configuration Protocol (DHCP), and Windows Internet Naming Service (WINS), and
- these security workloads: Firewall, Proxy, Intrusion detection and prevention, Anti-virus management, Application security gateway, Content filtering (which includes URL filtering and Spam), Network forensics, Security information management, and Vulnerability assessment in order to safeguard the network and host.

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

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

System Center Service Manager 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers   See Applicable Notice: **No**

Client/Additional Software: **Yes (**see *Appendix 1)*

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- System Center Service Manager 2010 Client SAL, **or**

- System Center Client Management Suite SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- System Center Service Manager 2010 Server SAL, **or**

- System Center Server Management Suite Enterprise SAL, **or**

- System Center Server Management Suite Datacenter SAL

System Center Service Manager 2010 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers   See Applicable Notice: **No**

Client/Additional Software: **Yes (**see *Appendix 1)*

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CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Service Manager 2010 with SQL Server 2008 Technology Client SAL, **or**

- System Center Client Management Suite SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Service Manager 2010 with SQL Server 2008 Technology Server SAL, **or**

- System Center Server Management Suite Enterprise SAL, **or**

- System Center Server Management Suite Datacenter SAL

Additional Terms:

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

System Center Virtual Machine Manager 2008 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers　　　　See Applicable Notice: **No**

Client/Additional Software: **Yes (**see *Appendix 1*)

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Virtual Machine Manager 2008 R2 Client SAL

SERVER SUBSCRIBER ACCESS LICENSES (SALs)

You need:
- System Center Virtual Machine Manager 2008 R2 Enterprise Server SAL, **or**

- System Center Server Management Suite Enterprise SAL, **or**

- System Center Server Management Suite Datacenter SAL

Additional Terms:

You may manage any number of OSEs running on your devices to which a System Center Virtual Machine Manager 2008 R2 Enterprise server SAL is assigned.

CONVERTING FROM PHYSICAL TO VIRTUAL

You may desire to convert OSEs from physical to virtual. In this case, you do not need a server SAL for any OSEs managed only for the time and purpose of being converted.

Visio 2010 Premium

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

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Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visio 2010 Premium SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Visio 2010 Premium is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Visio 2010 Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need::

- Visio 2010 Professional SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Visio 2010 Professional is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Visio 2010 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications   See Applicable Notice: **Data Transfer (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visio 2010 Standard SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Visio 2010 Standard is available for rental on service devices and/or rental devices. You may only acquire Device SALs. User SALs are not available for software on service devices and/or rental devices.

Visual Studio LightSwitch 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications

Client/Additional Software: **No**

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1 (**See Appendix 2**)**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio LightSwitch 2011 SAL

Additional Terms:

BUILDSERVER.TXT FILE

If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your programs. We may list additional files at http://go.microsoft.com/fwlink/?LinkId=165518 to use for this same purpose.

MICROSOFT OFFICE USER INTERFACE

These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar.

UTILITIES

Utilities Lists can be found at http://go.microsoft.com/fwlink/?LinkId=165518 and http://go.microsoft.com/fwlink/?LinkId=100284. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on up to five devices at one time. You may use the Utilities only to debug your programs you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 10.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Visual Studio 2010 Premium

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications

Client/Additional Software: **No**

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1 (**See Appendix 2**)**

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SUBSCRIBER ACCESS LICENSES (SALs)

You need:

• Visual Studio 2010 Premium SAL

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UTILITIES

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MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 10.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Visual Studio 2010 Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications	See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1 (**See Appendix 2**)**
Client/Additional Software: **No**	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

• Visual Studio 2010 Professional SAL

Additional Terms:

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MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 10.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Visual Studio 2010 Ultimate

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications	See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1 (**See Appendix 2**)**
Client/Additional Software: **No**	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio 2010 Ultimate SAL

Additional Terms:

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MICROSOFT OFFICE USER INTERFACE

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UTILITIES

Utilities Lists can be found at http://go.microsoft.com/fwlink/?LinkId=165518 and http://go.microsoft.com/fwlink/?LinkId=100284. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on up to five devices at one time. You may use the Utilities only to debug your programs you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 10.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

VISUAL STUDIO LOAD TEST VIRTUAL USER PACK 2010

The licensed user of Visual Studio 2010 Ultimate may use a Virtual User Pack on any device on which the Visual Studio Test Controller software from Microsoft Visual Studio Team Agents 2010 is running provided that a Virtual User Pack license is assigned to that device.

You may assign additional Virtual User Pack licenses to that device, but you may not assign the same Virtual User Pack license to more than one device at a time.

You may reassign a Virtual User Pack license, but not within 90 days of the last assignment. You may reassign a Virtual User Pack license sooner if you retire the licensed device due to permanent hardware failure. If you reassign a Virtual User Pack license, the device to which you reassign the license becomes the new licensed device for that Virtual User Pack license.

VISUAL STUDIO LOAD TEST VIRTUAL USERS

The software includes capacity for two hundred fifty (250) load test virtual users. This may be used for local load testing purposes only.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Visual Studio Team Explorer Everywhere 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications	See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1 (**See Appendix 2**)**
Client/Additional Software: **No**	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio Team Explorer Everywhere 2010 SAL

Additional Terms:

BUILDSERVER.TXT FILE

If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your programs. We may list additional files at http://go.microsoft.com/fwlink/?LinkId=165518 to use for this same purpose.

MICROSOFT OFFICE USER INTERFACE

These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar.

UTILITIES

Utilities Lists can be found at http://go.microsoft.com/fwlink/?LinkId=165518 and http://go.microsoft.com/fwlink/?LinkId=100284. The software contains certain components identified in that list. The components contained in the software vary by edition. You may

Introduction → Universal License Terms → Per Processor → **SAL** → Online Services → Appendix

copy and install the Utilities you receive with the software on up to five devices at one time. You may use the Utilities only to debug your programs you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 10.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software   See Applicable Notice: **No**

Client/Additional Software: **Yes** (see Appendix 1)

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio Team Foundation Server 2010 SAL, **or**

- Visual Studio Team Foundation Server 2010 Basic SAL (for Basic Configuration)

Additional Terms:

WORK ITEM TRACKING

A user does not need a SAL to create new work items or to view and update work items that user has created. This waiver applies only to work items related to defect filing or enhancement requests. All other access to work item tracking functionality requires SALs.

MICROSOFT SQL SERVER SOFTWARE COMPONENTS

The software is accompanied by Microsoft SQL Server software components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ..\Program Files\Microsoft Team Foundation Server 2010\Licenses.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Visual Studio Test Professional 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1 (**See Appendix 2**)**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio Test Professional 2010 SAL

Additional Terms:

BUILDSERVER.TXT FILE

If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your programs. We may list additional files at http://go.microsoft.com/fwlink/?LinkId=165518 to use for this same purpose.

MICROSOFT OFFICE USER INTERFACE

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UTILITIES

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MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 10.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Windows 7 Professional Upgrade

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Desktop Applications

See Applicable Notice: **Potentially Unwanted Software, Validation, Data**

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Transfer, MPEG-4 and VC-1 *(see [Appendix 2](#))*

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows 7 Professional Upgrade SAL

Additional Terms:

RENTAL ON SERVICE DEVICES AND/OR RENTAL DEVICES

Windows 7 Professional (and all other versions noted) may only be available for rental on service devices and/or rental devices. Windows 7 Professional is not available for streaming and/or hosting virtualized desktops when installed on a service device. You may only acquire Device SALs. User SALs are not available for rental on service devices and/or rental devices. You may only install Windows 7 Professional as an upgrade to Microsoft Windows 2000 Professional, Windows XP Professional, Windows Vista Business, and Windows 7 Professional previously installed by an OEM on service devices and/or rental devices. No Home or Consumer SKU's (Windows 7 Home Premium, Windows Vista Home Basic or Windows XP Home) are qualified OS for Upgrade.

DEVICE CONNECTIONS

You may allow up to 20 other devices to access the software installed on the service device and/or rental device to use only File Services, Print Services, Internet Information Services, Internet Connection Sharing and Telephony Services.

REMOTE ACCESS TECHNOLOGIES

You may access and use the software installed on the service device and/or rental device remotely from another device using remote access technologies as follows:

Remote Desktop: The single primary user of the service device and/or rental device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device, using these technologies, if the remote device is separately licensed to run the software.

Other Access Technologies: You may use Remote Assistance or similar technologies to share an active session

OTHER REMOTE USES

You may allow any number of devices to access the software installed on the service device and/or rental device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices or to activate using Key Management Services or similar technology.

USE WITH VIRTUALIZATION TECHNOLOGIES

Instead of using the software directly on the licensed device, you may install and use a copy within a virtual (or otherwise emulated) hardware system on the licensed device. If you do, the security of protected content may be adversely affected. (Protected content is content that is protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology.) You are responsible for complying with all domestic and international laws that apply to protected content you play or access.

ICONS, IMAGES AND SOUNDS

While the software is running, you may use but not share its icons, images, sounds, and media.

FOR ALL WINDOWS 7 PRODUCTS

Windows 7 Professional and Windows 7 Professional K include Windows Media Player and related technologies identified by the Korean Fair Trade Commission (KFTC) and a link to the Windows Live Messenger Download. Windows 7 Professional KN does not include Windows Media Player or related technologies identified by the KFTC. Windows 7 Professional KN also does not include a link to the Windows Live Messenger Download. Please see http://microsoft.com/licensing for details about which language versions and media fulfillment options are available for each of these editions.

WINDOWS 7 PROFESSIONAL K

The KFTC requires that the software contain links to a Media Player Center Web site and a Messenger Center Web site which has links to third party sites to enable you to download and install third party media players and instant messaging software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the software or content of any third party sites, any links contained in third party sites, or any changes or updates to the third party software or sites. The inclusion of any link on the

Media Player Center Web site or Messenger Center Web site does not imply an endorsement by Microsoft of the third party software, the site or its contents.

FOR WINDOWS 7 PROFESSIONAL KN:

Inapplicable Windows Media Player Use Rights
The Windows Media Digital Rights Management and Windows Media Player terms, and the MPEG-4 and VC-1 Visual Standards Notices in Appendix 2 do not apply when running this software.

Notice regarding the absence of Windows Media Player
You will need a media player, either from Microsoft or a third party, in order to play audio CDs or media files, organize content in a media library, create playlists, convert audio CDs to media files, create an audio CD, create personal videos, view artist and title information of media files, view album art of music files, or transfer music to personal music players.

More information can be found at http://go.microsoft.com/fwlink/?LinkId=70120.

Additional Disclaimer of Warranties
Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the KFTC, despite anything to the contrary in your license agreement.

FOR WINDOWS 7 PROFESSIONAL N

Inapplicable Windows Media Player Use Rights
The Windows Media Digital Rights Management and Windows Media Player terms, and the MPEG-4 and VC-1 Visual Standards Notices in Appendix 2 do not apply when running this software.

Notice regarding the absence of Windows Media Player
The software does not include Windows Media Player, as defined by the European Commission. As a result, you will need a media player, either from Microsoft or a third party, in order to play audio CDs or media files, organize content in a media library, create playlists, convert audio CDs to media files, create an audio CD, create personal videos, view artist and title information of media files, view album art of music files, or transfer music to personal music players. More information can be found at http://go.microsoft.com/fwlink/?LinkId=70121.

Additional Disclaimer of Warranties
Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the European Commission, despite anything to the contrary in your license agreement.

Windows Embedded Device Manager 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Embedded Device Manager 2011 Client SAL

Windows Embedded Device Manager 2011 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Management Servers   See Applicable Notice: **No**

Client/Additional Software: **Yes** *(see Appendix 1)*

Introduction → Universal License Terms → Per Processor → **SAL** → Online Services → Appendix

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Embedded Device Manager 2011 with SQL Server 2008 Technology Client SAL

Additional Terms:

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

Windows HPC Server 2008 R2 Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1 (see** Appendix 2)

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows HPC Server 2008 R2 Suite SAL

Additional Terms:

Windows HPC Server 2008 R2 Suite includes the rights to use HPC Pack 2008 R2 for Enterprise and Windows Server 2008 HPC Edition. The same products are also available under individual software licenses as described in other sections of these Services Provider Use Rights. You are entitled to the use of the products included in Windows HPC Server 2008 R2 suite as permitted in this section. By acquiring a license for Windows HPC Server 2008 R2 Suite you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software licenses for the products included in Windows HPC Server 2008 R2 suite.

USING HPC PACK 2008 R2 ENTERPRISE SOFTWARE

The license terms for HPC Pack 2008 R2 Enterprise apply to your use of the HPC Pack 2008 R2 Enterprise software.

WINDOWS SERVER 2008 R2 HPC EDITION

The license terms for Windows Server 2008 HPC Edition apply to your use of the Windows Server 2008 HPC Edition software.

Windows Server 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1 (see** Appendix 2)

Client/Additional Software: **Yes** *(see Appendix 1)*

BASE SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Server 2008 R2 Enterprise SAL

Additional Terms:

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

Windows Server 2008 R2 HPC Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1 (see** Appendix 2)
Client/Additional Software: **Yes** (see *Appendix 1*)	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Server 2008 R2 HPC Edition SAL

Additional Terms:

Clustered HPC Application is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

Cluster Node means a device that is dedicated to running clustered HPC applications (see "Clustered HPC Application") or providing job scheduling services for clustered HPC applications.

LIMITATIONS ON USE

You may run the server software:

- For the primary purpose of running a cluster node, and
- In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in the second bullet above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

Windows Server 2008 R2 OEM

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1 (see** Appendix 2)
Client/Additional Software: **Yes** (see *Appendix 1*)	

BASE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 R2 OEM SAL

ADDITIVE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 Remote Desktop Services SAL

- Windows Server 2008 R2 Rights Management Services

- Microsoft Application Virtualization 4.6 for Remote Desktop Services

Additional Terms:

The Windows Server 2008 R2 OEM SAL may be used with any of the Windows Server 2008 R2 OEM Editions listed below:

- Windows Server 2008 R2 Enterprise
- Windows Server 2008 R2 Standard

The following users may not use or access the server software when the server software is licensed with SALs: 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 the server software that is pre-installed on a server that you purchased. The server software must be one of the Windows Server 2008 R2 OEM software products listed in the heading above. The installation and use rights for the server software are governed by the Software License Terms that accompanied the pre-installed server software; provided however, that access rights to the server software as hosted, in providing software services, and use of the client software in connection with software services are governed by these product use rights.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

Windows Server 2008 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software

Client/Additional Software: **Yes** *(see Appendix 1)*

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1 (see Appendix 2)**

BASE SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Server 2008 R2 Enterprise SAL, **or**

- Windows Server 2008 R2 Standard SAL, **or**

- Windows Small Business Server 2011 Standard SAL*

* for any user or device that is accessing instances of the server software that are within an SBS domain

ADDITIVE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 Remote Desktop Services SAL

- Windows Server 2008 R2 Rights Management Services

- Microsoft Application Virtualization 4.6 for Remote Desktop Services

Additional Terms:

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

Windows Small Business Server 2011 Essentials

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software

Client/Additional Software: **Yes** *(see Appendix 1)*

See Applicable Notice: **Potentially Unwanted Software, VC-1 MPEG-4 (see Appendix 2)**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Small Business Server 2011 Essentials SAL

Additional Terms:

You must run the server software within a domain where Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- as the root of the domain forest;
- not to be a child domain, and
- to have no trust relationships with any other domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Small Business Server Dashboard.
- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;
- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

Introduction → Universal License Terms → Per Processor → **SAL** → Online Services → Appendix

USING THE SERVER SOFTWARE.

You may install and use one copy of the server software on a licensed server. You may use up to 25 accounts. Each account permits a named user to access and use the server software on that server.

WINDOWS SMALL BUSINESS SERVER CONNECTOR.

You may install and use the Windows Small Business Server Connector software on no more than 25 devices at any one time. Each device on which you install this software must be on the same local area network as your server software. You may use this software only with the server software.

You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES ACCESS

You must acquire a Windows Server 2008 Rights Management Services SAL for each User Account through which a user directly or indirectly accesses the Windows Server 2008 R2 Rights Management Services functionality.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

Windows Small Business Server 2011 Premium Add-on

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software	See Applicable Notice: **Potentially Unwanted Software, VC-1, MPEG-4 (see** Appendix 2)
Client/Additional Software: **Yes** (see Appendix 1)	

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Small Business Server 2011 Premium Add-on SAL

Additional Terms:

- Windows Small Business Server 2011 Premium Add-on" includes the following software: Windows Server 2008 R2 Standard technologies and SQL Server 2008 R2 Standard Edition for Small Business.
- You may use this software only within a SBS 2011 domain. Accordingly, in addition to a SAL for the Premium Add-On, you need a SAL for Windows SBS Standard to access the software.
- As an exception you may also use this software within an SBS 2008 domain provided that the SBS 2008 users who access the software also have an SBS 2011 Standard SAL plus, in the case of users' access to the SQL Server 2008 R2 Standard Edition for Small Business component of the software, licenses for the SBS 2011 Premium Add-on SAL.
- **Windows Server 2008 R2 Remote Desktop Services Access**. In addition to Windows Small Business Server Premium Add-on SAL, you must also acquire a Windows Server 2008 R2 Remote Desktop Services SAL or Windows Server 2008 Terminal Services SAL to access the Windows Server 2008 R2 Remote Desktop Services functionality.
- **Windows Server 2008 R2 Rights Management Services Access**. In addition to Windows Small Business Server Premium Add-on SAL, you must acquire a Windows Server 2008 R2 Rights Management Services SAL to access the Windows Server 2008 R2 Rights Management Services functionality.

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

Windows Small Business Server 2011 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: Server Software

See Applicable Notice: **Potentially Unwanted Software,MPEG-4, VC-1(see** Appendix 2)

Client/Additional Software: **Yes** *(see Appendix 1)*

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

• Windows Small Business Server 2011 Standard SAL

Additional Terms:

Windows Small Business Server 2011 Standard software contains the following Microsoft programs:

• Windows Server 2008 R2 Standard technologies,
• Exchange Server 2010 Standard,
• Windows SharePoint Foundation 2010, and
• Windows Server Update Services 3.0 SP2

You must run the server software within a domain where Active Directory is configured in the following way:

• the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
• the root of the domain forest;
• not a child domain, and
• have no trust relationships with any other domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

• Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Small Business Server Dashboard.
• On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;
• Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.
• Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

The sum of users and devices in the domain cannot exceed 75. You must obtain at least five (5) SALs to use this server software.

| Introduction | Universal License Terms | Per Processor | **SAL** | Online Services | Appendix |

ADDITIONAL SAL REQUIREMENTS.

- **Exchange Server 2010 Enterprise SALs Required to Access Enterprise Functionalities**. In addition to the Windows Small Business Server 2011 Standard SAL, you must acquire Exchange Server 2010 Hosted Exchange Enterprise SAL or Exchange Server 2010 Hosted Exchange Enterprise Plus SAL to access the following Exchange Server Enterprise functionalities in the Windows Small Business Server 2011 Standard domain: Custom Retention Policies; Personal Archive; Voicemail; Information Protection and Compliance; Cross Mailbox Search; Legal Hold; Advance Mobile Policies, and Per User/Distribution List Journaling.
- **Windows Server 2008 R2 Remote Desktop Services Access**. In addition to the Windows Small Business Server 2011 Standard SAL, you must also acquire a Windows Server 2008 R2 Remote Desktop Services SAL or Windows Server 2008 Terminal Services SAL for each user or device that directly or indirectly access the server software to access the Windows Server 2008 R2 Remote Desktop Services functionality.
- **Windows Server 2008 R2 Rights Management Services Acces**s. In addition to Windows Small Business Server 2011 Standard SAL, you must acquire a Windows Server 2008 Rights Management Services SAL to access the Windows Server 2008 R2 Rights Management Services functionality.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

Online Services

GENERAL TERMS

User and Device SALs

When licensing online services under the Subscriber Access License model, you must acquire and assign a user SAL or device SAL for that online service to your users and devices as described in the Product-specific License Terms section below. If both user and device SALs are listed for the service, you may acquire and assign either type to use the service. A hardware partition or blade is considered to be a separate device.

Different Terms for Online Services Products

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:

License Terms Updates

We may update these license terms from time to time. If we do, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. 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 notice about the updates.

Online Service Updates

We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.

Online Service Suspension

We may suspend the online service if:

- we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
- we believe you violated your services provider license agreement , including these product use rights;
- your use exceeds any quotas specified in the documentation for that online service; or
- if we are otherwise required by law to do so.

Online Service Expiration or Termination

Upon expiration or termination of your online service subscription, you must contact Microsoft and tell us whether to:

1. disable your account and then delete your customer data; or

2. retain the customer data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.

- If you indicate (1), you will not be able to extract your customer data from your account. If you do not indicate (1) or (2), we will retain your customer data in accordance with (2).
- Following the expiration of the retention period, we will disable your account and then delete your customer data.

No Liability for Deletion of Customer Data

You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return your customer data. You agree that we have no liability whatsoever for deletion of your customer data pursuant to these terms.

Responsibility for Your Accounts

You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.

Use of Software with the Online Service

You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

MICROSOFT SOFTWARE LICENSE TERMS

You may install and use the software on your devices only for use 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 online 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.

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.

Use of Other Web Sites and Services

You may need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.

Third Party Content and Services

We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

Acquired Rights

You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations).

You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We must notify you promptly in writing of a claim subject to this section. We must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.

Your Customer Data

You may be able to submit customer data for use in connection with the online service. "Customer data" are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of customer data you submit for use with the online service.   When you submit customer data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- Use, copy, distribute, display, publish, and modify your customer data;
- Publish your name in connection with the customer data; and
- Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your customer data.

Ownership of Customer Data

As between the parties, you retain all right, title and interest in and to customer data. We acquire no rights in customer data, other than the rights you grant to us for the applicable online service. This does not apply to software or services we license you.

Privacy

Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:

- transfer that data to Microsoft and its agents, and
- permit its transfer, storage and processing.

See the online service's privacy statement for more information about how we may collect and use your information. Links to the applicable Privacy Statement are included in the Product-specific License Terms section below.

Our Use of Customer Data

Customer data will be used only to provide you the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

You are responsible for responding to requests by a third party (including law enforcement, other government entity, or civil litigant) regarding your use of the online service. We will not disclose customer data to a third party unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

Security of Customer Data

We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your customer data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- our only responsibility with respect to the security and handling of customer data; and
- in place of any confidentiality obligation contained in your services provider license agreement or any other non-disclosure or confidentiality agreement.

Scope of Use (Code of Conduct)

You may not:

- use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- 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;
- falsify any protocol or email header information (e.g., "spoofing");
- use the online service to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);
- remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

Regulatory

We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

Use for Evaluation Purposes

Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your services provider license agreement.

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 online service, or through a web site that we identify. Notice via email 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.

Limited Warranty

Despite terms to the contrary in your license agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.

Product Availability

The online services products may not be available in every geography.

PRODUCT-SPECIFIC LICENSE TERMS

Forefront Client Security with SQL Server 2005 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** *(see http://go.microsoft.com/fwlink/?LinkId=87415)*	Security Overview: **No**
SUBSCRIBER ACCESS LICENSES (SALs)	
For:	**You need:**
each of your users who access data processed by the online service or related software	Forefront Client Security User SAL
For:	**You need:**
each of your devices who access data processed by the online service or related software	Forefront Client Security Device SAL

Additional Terms:

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 services

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

DEVICE OR USER SALs

You may acquire a device or user SAL.

LICENSE TERMS OF MICROSOFT OPERATIONS MANAGER (MOM) 2005 TECHNOLOGY

The software includes MOM 2005 Technology. Except as expressly provided for additional MOM software below, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one server for each instance of the Forefront Client Security management console you are running. You may use the MOM 2005 Technology solely to support your use of the software and online service. You do not need MOM management licenses for that use. You may create and store any number of instances of MOM 2005 Technology on any of your servers or storage media solely to exercise your right to run an instance of that technology as described here.

LICENSE TERMS OF MICROSOFT SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. Except as expressly provided for additional SQL Server software below, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one server for each license you acquire. You may also use that instance to support other products that include any version of SQL Server Technology. You may not share that instance to support any product that is not licensed with SQL Server Technology. You may use the SQL Server Technology to support your use of the software and online service. You do not need SQL Server client access licenses 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 as described here.

RUNNING INSTANCES OF ADDITIONAL SOFTWARE

You may run or otherwise use any number of instances of the additional software listed in Appendix 1 in physical or virtual operating system environments (or OSEs) on any number of devices. You may use this additional software only with the software and online service directly or indirectly through other additional software.

Forefront Endpoint Protection

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see http://go.microsoft.com/fwlink/?LinkId=87415)	Security Overview: **No**
SUBSCRIBER ACCESS LICENSES (SALs)	

For:	**You need:**
each of your users who access data processed by the online service or related software	Forefront Endpoint Protection User SAL

For:	**You need:**
each of your devices who access data processed by the online service or related software	Forefront Endpoint Protection Device SAL

Additional Terms:

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 services

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

DEVICE OR USER SALs

You may acquire a device or user SAL.

LICENSE TERMS OF MICROSOFT SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. Except as expressly provided for additional SQL Server software below, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one

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server for each license you acquire. You may also use that instance to support other products that include any version of SQL Server Technology. You may not share that instance to support any product that is not licensed with SQL Server Technology. You may use the SQL Server Technology to support your use of the software and online service. You do not need SQL Server client access licenses 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 as described here.

RUNNING INSTANCES OF ADDITIONAL SOFTWARE

You may run or otherwise use any number of instances of the additional software listed in <u>Appendix 1</u> in physical or virtual operating system environments (or OSEs) on any number of devices. You may use this additional software only with the software and online service directly or indirectly through other additional software.

Forefront Online Protection for Exchange Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** *(see <u>http://go.microsoft.com/fwlink/?LinkID=101332)</u>*   Security Overview: **Yes** *(see <u>http://go.microsoft.com/fwlink/?LinkId=137325)</u>*

SUBSCRIBER ACCESS LICENSES (SALs)

For each of your devices whose customer data is processed by the online service or related software,

You need:
- Forefront Online Protection 2010 for Exchange Device SAL

For each of your users whose customer data is processed by the online service or related software,

You need:
- Forefront Online Protection 2010 for Exchange User SAL

- Hosted Exchange Enterprise SAL

- Hosted Exchange Enterprise Plus SAL

Additional Terms:

- <u>License Terms Updates.</u> 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. You agree to the new scope of use terms by using the online service after we publish them in these product use rights or send you an email about the updates.
- <u>Use for Evaluation Purposes.</u> For Microsoft Exchange Hosted Filtering, you and your users may use the online service for a 30-day evaluation period.

Forefront Protection 2010 for Exchange Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** *(see <u>http://go.microsoft.com/fwlink/?LinkID=91255)</u>*   Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For each of your users whose customer data is processed by the online service or related software,

You need:
- Hosted Forefront Protection 2010 for Exchange Server Basic SAL

- Hosted Forefront Protection 2010 for Exchange Server Standard SAL

- Hosted Forefront Protection 2010 for Exchange Server Standard Plus SAL

- Hosted Exchange Enterprise SAL

- Hosted Exchange Enterprise Plus SAL

Additional Terms:

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 services

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

Forefront Protection 2010 for SharePoint

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** *(see http://go.microsoft.com/fwlink/?LinkID=91255)*   Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:	*You need:*
each of your users that access data on SharePoint sites processed by the online service or related software	Forefront Protection 2010 for SharePoint User SAL
For:	*You need:*
each of your devices that access data on SharePoint sites processed by the online service or related software	Forefront Protection 2010 for SharePoint Device SAL

Additional Terms:

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 services

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

DEVICE OR USER SALS

You may acquire a device or user SAL.

Forefront Security for Office Communications Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

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Privacy Statement: **Yes** *(see http://go.microsoft.com/fwlink/?LinkID=91255)*	Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:	*You need:*
each of your users whose instant messages are processed by the online service or related software	Forefront Security for Office Communications Server User SAL

Additional Terms:

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 services

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

Forefront Threat Management Gateway Web Protection Service

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** *(see http://go.microsoft.com/fwlink/?LinkID=91255)*	Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:	*You need:*
each of your users who access data processed by the online service or related software. However, you do not need User SALs for external users* whose data is processed by the online service or related software * "External users" means users that are not either (i) a customer or a customer's affiliates' employees, or (ii) a customer or a customer's affiliates' onsite contractors or agents.	Forefront Threat Management Gateway Web Protection Service User SAL

For:	*You need:*
each of your devices that access data processed by the online service or related software. However, you do not need Device SALs for devices used by external users* whose data is processed by the online service or related software * "External users" means users that are not either (i) a customer or a customer's affiliates' employees, or (ii) a customer or a customer's affiliates' onsite contractors or agents.	Forefront Threat Management Gateway Web Protection Service Device SAL

Additional Terms:

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 services

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

Microsoft Exchange Hosted Encryption

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** *(see http://go.microsoft.com/fwlink/?LinkID=101332)*   Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:	**You need:**
each of your users whose customer data is processed by the online service or related software	Microsoft Exchange Hosted Encryption User SAL

Additional Terms:

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. You agree to the new scope of use terms by using the online service after we publish them in these product use rights or send you an email about the updates.

USE FOR EVALUATION PURPOSES

For Microsoft Exchange Hosted Filtering, you and your users may use the online service for a 30-day evaluation period.

Appendix 1: Client/Additional Software

PRODUCT	LIST OF CLIENT SOFTWARE
BizTalk Server 2010 Branch, Standard and Enterprise Editions	

For all editions of BizTalk Server 2010:	• HTTP Receive Adapter
• Administration and Monitoring Tools	• ADOMD.NET
• BizTalk Server Related Schemas and Templates	• MSXML
• Development Tools	• SQLXML
• Master Secret Server/Enterprise Single Sign-On	• UDDI
• Software Development Kit(s)	• Business Rules Component
• MQHelper.dll	• MQSeries Agent
• Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools	• BizTalk RFID Client and Tools
• BAM Alert Provided for SQL Notification Services	• BizTalk RFID SDK
• BAM Client	• BizTalk RFID Mobile
• Windows SharePoint Services Adapter Web Service	**Only for BizTalk Server 2010 Branch Edition:**
• Windows Communication Foundation Adapters	• BizTalk Adapter for SQL Server
• SOAP Receive Adapter	

Commerce Server 2009 R2 Standard and Enterprise Editions	
• Adapters	• Business User Interfaces
• Schema Editor	

Exchange Server 2010 Standard and Enterprise	
• Exchange Management Tools	

Forefront Client Security with SQL Server 2005 Technology	
• MOM Reporting Services	• SQL Server Management Tools
• MOM User Interface	• SQL Server Notification Services Client Components
• MOM Web Console	• SQL Server Reporting Services Report Manager
• MOM Agent & Helper Binaries	• SQL Server Reporting Services Shared Tools
• SQL Server Analysis Services Shared Tools	• SQL Server 2005 Shared Tools
• SQL Server Business Intelligence Development Studio	• SQL Server Software Development Kit
• SQL Server 2005 Books Online	• SQLXML Client Features
• SQL Server Connectivity Components	• SQL Server Mobile Server
• SQL Server Legacy Components	

PRODUCT	LIST OF CLIENT SOFTWARE
Forefront Endpoint Protection	

SQL Server 2005:

- SQL Server Analysis Services Shared Tools
- SQL Server Business Intelligence Development Studio
- SQL Server 2005 Books Online
- SQL Server Connectivity Components
- SQL Server Legacy Components
- SQL Server Management Tools
- SQL Server Notification Services Client Components
- SQL Server Reporting Services Report Manager
- SQL Server Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- SQL Server Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server

SQL Server 2008:

- 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 2008 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server 2008 Books Online
- SQL Server Mobile Server Tools

Forefront Identity Manager 2010

- Microsoft Password Change Notification Service
- FIM Certificate Management Client

- FIM Certificate Management Bulk Issuance Client

Forefront Threat Management Gateway 2010 Enterprise Edition

- Forefront Threat Management Gateway Enterprise Management Server
- Forefront Threat Management Gateway Management Console
- Software Development Kit

Forefront Threat Management Gateway 2010 Standard Edition

- Forefront Threat Management Gateway Management Console
- Software Development Kit

HPC Pack 2008 R2 Enterprise

- Client Utilities
- Microsoft Message Passing Interface
- Web Components

Lync Server 2010 Standard and Enterprise

- Lync Web App 2010 Plug-in
- Topology Builder
- Administrative Tools

- PowerShell Snap-In
- Lync 2010 Group Chat Administration Tool
- Lync Server 2010 Attendant

PRODUCT	LIST OF CLIENT SOFTWARE
Microsoft Dynamics AX 2012	
• Microsoft Dynamics AX 2012 Windows Rich Client Software • Management Reporter Designer Client Software for Microsoft Dynamics AX 2012	• Microsoft Dynamics AX 2012 Connector for Dynamics CRM 2011 • Microsoft Dynamics AX POS Client Software (for AX 2009 only)
Microsoft Dynamics C5 2012	
• Microsoft Dynamics C5 2012 Windows Rich Client Software	
Microsoft Dynamics CRM 2011 Service Provider	
• Microsoft Dynamics CRM 2011 for Microsoft Office Outlook • Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2011 • Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2011	• Microsoft SharePoint Grid for Microsoft Dynamics CRM 2011 • Microsoft Dynamics CRM 2011 Report Authoring Extensions • Microsoft Dynamics CRM 2011 Best Practices Analyzer • Microsoft Dynamics CRM 2011 Multilingual User Interface (MUI)
Microsoft Dynamics GP 2010 R2	
• Microsoft Dynamics GP 2010 R2 Windows Rich Client Software. • Management Reporter Designer Client Software for Microsoft Dynamics GP 2010 R2 • Microsoft Dynamics GP 2010 R2 Connector for Dynamics CRM 2011	
Microsoft Dynamics NAV 2009 R2	
• Microsoft Dynamics NAV 2009 R2 Windows Rich Client Software. • Microsoft Dynamics NAV 2009 R2 Connector for Dynamics CRM 2011	
Microsoft Dynamics SL 2011	
• Microsoft Dynamics SL 2011 Windows Rich Client Software. • Management Reporter Designer Client Software for Microsoft SL 2011 • Microsoft Dynamics SL 2011 Connector for Dynamics CRM 2011	
Project Server 2010	
• Software Development Kit (SDK)	
SharePoint Server 2010	
• Software Development Kit (SDK)	
SQL Server 2008 R2 Standard, Enterprise, Small Business, Datacenter, Web,, Workgroup and OEM versions.	
• Business Intelligence Development Studio • Client Tools Backward Compatibility • Client Tools Connectivity • Client Tools Software Development Kit	• Management Tools - Complete • SQL Client Connectivity SDK • SQL Server 2008 R2 Books Online • Microsoft Sync Framework

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PRODUCT	LIST OF CLIENT SOFTWARE
• Management Tools – Basic	

System Center Configuration Manager 2007 R3

• Configuration Manager Console	• Power Viewer
• Configuration Manager Client	• Reporting Point
• Device Management Point	• System Center Update Publisher
• Custom Updates Publishing Tool	• Secondary Site Server
• Distribution Point	• Server Locator Point
• Fallback Status Point	• Software Update Point
• Inventory Tool for Microsoft Updates	• State Migration Point
• PXE Service Point	• System Health Validator Point
• Management Point	• Configuration Pack

System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology

• Configuration Manager Console	• Management Tools
• Configuration Manager Client	• Notification Services Client Components
• Device Management Point	• Reporting Services Report Manager
• Custom Updates Publishing Tool	• System Health Validator Point
• Distribution Point	• Configuration Pack
• Fallback Status Point	• Analysis Services Shared Tools
• Inventory Tool for Microsoft Updates	• Business Intelligence Development Studio
• PXE Service Point	• Connectivity Components
• Management Point	• Legacy Components
• Power Viewer	• Reporting Services Shared Tools
• Reporting Point	• SQL Server 2008 Books Online
• System Center Update Publisher	• SQL Server 2008 Shared Tools
• Secondary Site Server	• Software Development Kit
• Server Locator Point	• SQLXML Client Features
• Software Update Point	• SQL Server Mobile Server Tools
• State Migration Point	

System Center Data Protection Manager 2010

• Data Protection Manager 2010 Agent	• Notification Services Client Components
• Data Protection Manager Remote Command-Line Interface Console	• Reporting Services Report Manager
• Data Protection Manager System Recovery Tool Agent	• Reporting Services Shared Tools
	• SQL Server 2008 Shared Tools

PRODUCT	LIST OF CLIENT SOFTWARE
• Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools	• Software Development Kit • SQLXML Client Features • SQL Server 2008 Books Online • SQL Server Mobile Server Tools
System Center Operations Manager 2007 R2	
• Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database	• Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console
System Center Operations Manager 2007 R2 with SQL Server 2008 Technology	
• Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database • Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console • 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 2008 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2008 Books Online • SQL Server Mobile Server Tools
System Center Service Manager 2010	
• Data warehouse management server • Data warehouse database	• Service Manager console • Self-service portal
System Center Service Manager 2010 with SQL Server 2008 Technology	
• Data warehouse management server • Data warehouse database • Service Manager console • Self-service portal • Analysis Services Shared Tools	• Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2008 Books Online • SQL Server 2008 Shared Tools

PRODUCT	LIST OF CLIENT SOFTWARE
• Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools	• Software Development Kit • SQLXML Client Features • SQL Server Mobile Server Tools
System Center Virtual Machine Manager 2008 R2	
• Virtual Machine Manager Agent • Physical to Virtual Agent • Administrator Console	• Virtual Machine Manager Self Service Portal • VMRC Client
Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology	
• Team Explorer • Team Foundation Build	• Team Foundation Server SharePoint Extensions
Windows Embedded Device Manager 2011	
• Embedded Device Manager Console Extensions (for Configuration Manager Console)	• Embedded Device Manager Client • Embedded Device Manager Device Imaging
Windows Embedded Device Manger 2011 with SQL Server 2008 Technology	
• Embedded Device Manager Console Extensions (for Configuration Manager Console) • Embedded Device Manager Client • Embedded Device Manager Device Imaging • 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 2008 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2008 Books Online • SQL Server Mobile Server Tools
Windows HPC Server 2008 R2 Suite	
• Client Utilities • Microsoft Message Passing Interface • Web Components • Server Migration Tool	• AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client
Windows Server 2008 R2 HPC Edition	
• Server Migration Tool • AD Migration Tool • FRS Monitoring Tools	• Remote Desktop Connection Client • RSAT Client

PRODUCT	LIST OF CLIENT SOFTWARE
Windows Server 2008 R2 Standard, Enterprise Datacenter and for Itanium Based Systems	

- Ad Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- Microsoft Application Virtualization Sequencer, Version 4.6

- Microsoft System Center Application Virtualization Streaming Server, Version 4.6
- Microsoft System Center Application Virtualization Management Server, Version 4.6
- Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6

Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2

For Windows Server 2008 R2 Standard Edition

- AD Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- Microsoft Application Virtualization Sequencer, Version 4.6
- Microsoft System Center Application Virtualization Streaming Server, Version 4.6
- Microsoft System Center Application Virtualization Management Server, Version 4.6
- Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6

For System Center Operations Manager 2007 R2

- Agent and Helper Binaries
- Audit Database
- Connector Framework
- Console
- Database
- Management Packs
- Power Shell
- Reporting Data Warehouse
- Reporting Server
- Web Console

Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2 with SQL Server 2008 Technology

For Windows Server 2008 R2 Standard Edition

- AD Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- Microsoft Application Virtualization Sequencer, Version 4.6
- Microsoft System Center Application Virtualization Streaming Server, Version 4.6
- Microsoft System Center Application Virtualization Management Server, Version 4.6
- Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6

For System Center Operations Manager 2007 R2 with SQL Server 2008 Technology

- Agent and Helper Binaries
- Audit Database
- Connector Framework
- Console
- Database
- Management Packs
- Power Shell
- Reporting Data Warehouse
- Reporting Server
- Web Console
- Analysis Services Shared Tools

PRODUCT	LIST OF CLIENT SOFTWARE
	• Business Intelligence Development Studio
	• Connectivity Components
	• Legacy Components
	• Management Tools
	• Notification Services Client Components
	• Reporting Services Report Manager
	• Reporting Services Shared Tools
	• SQL Server 2008 Shared Tools
	• Software Development Kit
	• SQLXML Client Features
	• SQL Server 2008 Books Online
	• SQL Server Mobile Server Tools

Windows Small Business Server 2011 Essentials

• FRS Monitoring Tools	• Server Migration Tool
• Remote Desktop Connection Client	• Small Business Server Restore Software for Client
• RSAT Client	

Windows Small Business Server 2011 Premium Add-on

• AD Migration Tool	• SQL Client Tools Connectivity
• FRS Monitoring Tools	• SQL Client Tools Software Development Kit
• Remote Desktop Connection Client	• SQL Management Tools – Basic
• RSAT Client	• SQL Management Tools – Complete
• Server Migration Tool	• SQL Client Connectivity Software Development Kit
• SQL Business Intelligence Development Studio	• Microsoft Sync Framework
• SQL Client Tools Backward Compatibility	• SQL Server 2008 R2 Books Online

Windows Small Business Server 2011 Standard

• AD Migration Tool	• Exchange Management Tools
• FRS Monitoring Tools	• Small Business Server Source Migration Tool
• Remote Desktop Connection Client	• Small Business Server Console
• RSAT Client	• Microsoft Baseline Configuration Analyzer v2.0
• Server Migration Tool	• Windows Identity Foundation

Appendix 2: Notices

NOTICE OF DATA TRANSFER

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet.   These features are identified in the Data Transfer Notices document at http://microsoft.com/licensing/contracts. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

Computer Information

The features use Internet protocols, which 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.

Use of Information

Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

By using these software features, you consent to the transmission of 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.

NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE http://www.mpegla.com/index1.cfm.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

POTENTIALLY UNWANTED SOFTWARE

If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in other software on your computer ceasing to work or your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

NOTICE ABOUT VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see http://go.microsoft.com/fwlink/?linkid=39157.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see http://go.microsoft.com/fwlink/?linkid=69500.

If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or

- receive reminders to obtain a properly licensed copy of the software,

- or you may not be able to

- connect to the Internet, or

- obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see http://go.microsoft.com/fwlink/?linkid=69502.

Product Index