

**MICROSOFT WINDOWS SMALL
BUSINESS SERVER 2003, STANDARD EDITION
MICROSOFT WINDOWS SMALL
BUSINESS SERVER 2003, PREMIUM EDITION**

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- You may install and use up to seventy-five (75) copies of the ActiveSync portion of the Device Software on computers that exchange data and software with Devices running a validly licensed copy of Microsoft Windows CE (including without limitation Devices running Microsoft Pocket PC Software and Microsoft Smartphone Software); and
- You may install and use up to a total of seventy-five (75) copies of (i) the Outlook portion of the Software and/or (ii) Microsoft Outlook 2002 or predecessor versions thereto ("**Predecessor Versions**"); provided that you have obtained a valid license to such Predecessor Versions.

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a. **Windows Small Business Server 2003 Client Access License ("SBS CAL") Requirements.** In addition to the license for the Server Software, you must acquire an SBS CAL for each individual person ("User") or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). However, you do not need to acquire an SBS CAL for any User or Device that accesses

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- b. **Types of SBS CALs.** Two different types of SBS CALs are available to you: "Device" and "User." Each SBS Device CAL permits one Device (used by any User) to access or use the Server Software. Each SBS User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of up to a total of seventy-five (75) SBS Device CALs and SBS User CALs simultaneously with the Server Software. A separate SBS CAL is required for each Device or User that accesses or uses Server Software on the Server. You may reassign an SBS CAL from one Device to another Device, or from one User to another User, provided the reassignment is made either (A) permanently away from the one Device or User or (B) temporarily to accommodate the use of the SBS CAL by a loaner Device while a permanent Device is out of service, or the use of the SBS CAL by a temporary worker while a regular employee is absent.
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 - (ii) *Version Matching.* Each required CAL must be version Windows Small Business Server 2003 or a later version.
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 - (ii) **Microsoft Office FrontPage 2003.** You may install and use the Microsoft Office FrontPage 2003 software provided with the Software in accordance with the terms and conditions set forth in the end user license agreement accompanying the Microsoft Office FrontPage 2003 software.
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- f. **Speech/Handwriting Recognition.** If the Software includes speech and/or handwriting recognition technology(ies) you should understand that speech and handwriting recognition are inherently statistical processes; that recognition errors are inherent in the processes; that it is your responsibility to provide for the handling of such errors and to monitor the recognition processes and correct any errors. Neither Manufacturer, nor MS nor its suppliers (including Microsoft Corporation) shall be liable for any damages arising out of errors in the speech and handwriting recognition processes.
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 - (ii) **Web Content Features.** Under the Software’s default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft Corporation computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of the Server to the Microsoft Corporation computer system

so that the content can be viewed properly from the Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog and Search Assistant.

- (iii) *Digital Certificates.* Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft Corporation and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking the Server's Internet access.
- (iv) *Windows Media Digital Rights Management.* Content providers are using the digital rights management technology for Windows Media contained in this Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that MS, Microsoft Corporation or their subsidiaries revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to the Server whenever you download a license for Secure Content from the Internet. MS, Microsoft Corporation or their subsidiaries may, in conjunction with such license, also download revocation lists onto the Server on behalf of Secure Content Owners. MS, Microsoft Corporation or their subsidiaries will not retrieve any personally identifiable information, or any other information, from your computer by downloading such revocation lists. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft Corporation will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on the Server.
- (v) *Windows Media Player.* Some features of Windows Media Player automatically contact Microsoft Corporation computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if the Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- j. **Benchmark Testing.** The Software contains the Microsoft .NET Framework. Disclosure of the results of any benchmark test of the .NET Framework component of the Software to any third party without Microsoft Corporation's prior written approval is prohibited. If you have a copy of Microsoft Windows Small Business Server 2003, Premium Edition, disclosure of the results of any benchmark test of the SQL Server, or Internet Security and Acceleration Server portions of the Software to any third party without Microsoft Corporation's prior written approval is prohibited.

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