

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2003 R2 STANDARD EDITION, ENTERPRISE EDITION, STANDARD x64 EDITION, ENTERPRISE x64 EDITION

These license terms are an agreement between you and

- the server manufacturer that distributes the software with the server; or
- the software installer that distributes the software with the server.

Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer or installer, licenses those to you.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact the manufacturer or installer to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below for each software license you acquire.

1. OVERVIEW.

a. **Software.** The software includes

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

b. **License Models.** The software is licensed based on

- the number of instances of server software that you run; and
- the number of devices and users that access instances of the server software.

c. **Definitions.**

- **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 in this agreement 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.** An "operating system environment" is one instance of an operating system

and instances of applications, if any, configured to run on that operating system instance. There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments.
- **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.

2. USE RIGHTS.

a. Assignment of the License to the Server.

The software license is permanently assigned to the server with which the software was distributed. If you run the software on a hardware partition, that partition is the server to which the license must be assigned. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.

b. Running Instances of the Server Software.

You have the rights below for each software license assigned (corresponding to the edition of the software you have licensed).

i. **Standard Edition.** You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

ii. Enterprise Edition.

A. You may run on the licensed server, at any one time:

- I. one instance of the server software in one physical operating system environment, and
- II. up to four instances of the server software in virtual operating system environments (only one instance per virtual operating system environment). If you have separately licensed Standard Edition, you may run an instance of Standard Edition in place of Enterprise Edition in any of these virtual operating system environments. This agreement applies to your use of Standard Edition in this manner.

B. If you run all five permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to run hardware virtualization software and to manage and service operating system environments on the licensed server.

C. If the licensed server is a fault tolerant server, you may exercise your Enterprise Edition use rights on each of up to four servers that make up the fault tolerant licensed server. The licensed server is "fault tolerant" if

- I. it contains redundant or doubly redundant hardware that runs in exact (or near exact) synchronization, and
- II. it does not use fail-over clustering.

Redundant hardware does not need to be synchronized during server software updates (i.e., hotfixes, security patches, service packs, supplements), as long as the instance receiving the update is running for no other purpose.

c. Running Instances of the Additional Software.

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

- DFS Namespaces and Replication Console
- Print Management
- File Server Management

- Identity Management for Unix Admin Pack
- File Server Resource Manager
- Server Administration Tools
- Remote Desktop Connection
- Windows System Resource Manager

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

- i.** You may create one instance of the server software solely to exercise your right to run one instance in a physical operating system environment as described above.
- ii.** You may create any number of instances of the server software solely to exercise your right to run instances in virtual operating system environments as described above.
- iii.** You may create any number of instances of the additional software solely to exercise your rights to run or use instances in physical and virtual operating system environments as described above.
- iv.** You may store instances created under (ii) and (iii) above on any of your servers or storage media.
- v.** You may create and store instances to exercise your rights described above under any of your software licenses. You may not use the instances for any other purpose (e.g., you may not distribute instances to third parties).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs).

- i.** You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
 - You do not need CALs for any user or device that accesses your instances of the server software only through the Internet without being authenticated or otherwise individually identified by the server software.
 - You do not need CALs for any of your servers licensed to run your instances of the server software.
 - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
 - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. As an exception, you may use Windows Server 2003 CALs, Windows Server 2003 Terminal Services CALs and Windows Server 2003 Rights Management Services CALs to satisfy your CAL requirements described in more detail below.
- ii. Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
- iii. Reassignment of CALs.** You may
 - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
 - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

iv. Windows Server 2003 CALs.

- The server software can be used in either "per device or per user" mode or "per server" mode. In "per device or per user" mode, you need a Windows Server 2003 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In "per server" mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2003 CALs as the greatest

number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from "per server" to "per device or per user." If you do, you will retain the same number Windows Server 2003 CALs.

- You may use Windows Small Business Server 2003 CALs instead of Windows Server 2003 CALs to access instances of the server software as described above when those instances of server software are within an SBS domain.

v. Windows Server 2003 Terminal Services CALs. Regardless of the mode in which you use the server software, the following apply.

- In addition to needing a Windows Server 2003 CAL, you need a Windows Server 2003 Terminal Services CAL for each user or device that directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2003 R2 Terminal Services functionality or other technology).
- You do not need a Windows Server 2003 Terminal Services CAL to attach to or mirror the console session. The console session is the session that takes place through the server's primary keyboard and display device (or similar devices).

vi. Windows Server 2003 Rights Management Services CALs. Regardless of the mode in which you use the server software, the following applies.

- In addition to needing a Windows Server 2003 CAL, you need a Windows Server 2003 Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server 2003 R2 Rights Management Services functionality.

b. Multiplexing. Hardware or software you use to:

- pool connections,
- reroute information,
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

c. No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

d. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

4. MANDATORY ACTIVATION. To prevent its unlicensed use, you will not be able to use the software if you do not activate it as described during installation or setup. You can activate the software by Internet or telephone; 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 until you do.**

5. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see <http://go.microsoft.com/fwlink/?linkid=38670>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following 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 run the software. Microsoft uses this information to make the Internet-based services available to you.

- Windows Update Feature. You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software

can obtain the correct driver from Microsoft and install and run it on your device. You can switch off this update feature.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. The software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://go.microsoft.com/fwlink/?LinkId=51331>.

- Windows Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to <http://go.microsoft.com/fwlink/?LinkId=52646>. You may choose not to use this feature.
- b. **Misuse of Internet-based Services**. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

6. **DATA STORAGE TECHNOLOGY**. The server software includes data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

7. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING**. The software includes the .NET Framework component (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically

tested and the results are only disclosed to such specific customer. 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 .NET Component, provided it complies with the same conditions above.

8. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer or installer and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see the software documentation. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

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 server or device.

9. BACKUP COPY. You may make one backup copy of the software media. You may use it only to create instances of the software.

10. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

12. ACADEMIC EDITION SOFTWARE. You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. DOWNGRADE. Instead of using the software, you may use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.

14. USING SOFTWARE DESIGNED FOR OTHER PLATFORMS. The following software is designed for the 32-bit x86 platform:

- Windows Server 2003 R2 Standard Edition; and
- Windows Server 2003 R2 Enterprise Edition.

The following software is designed for the x64 platform:

- Windows Server 2003 R2 Standard x64 Edition; and
- Windows Server 2003 R2 Enterprise x64 Edition.

A license for a platform-specific version of standard edition permits you to use, in place of what you have licensed, the standard edition software for the other platform under that license. A license for a platform-specific version of enterprise edition permits you to use, in place of what you have licensed, the enterprise edition software for the other platform under that license. For example, under a license for Windows Server 2003 R2 Standard x64 Edition you may run Windows Server 2003 R2 Standard Edition in place of Windows Server 2003 R2 Standard x64 Edition. You may create and run only as many instances of software under a license as that license permits. You may not run enterprise edition software under a standard edition license. The software may not work on all platforms (e.g., software for x64 may not work on the 32-bit x86 platform). Neither the manufacturer or installer, nor Microsoft is obligated to provide you software for platforms you have not licensed.

15. PROOF OF LICENSE. If you acquired the software on the server, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the server or appear on the manufacturer's or installer's software packaging. If you receive the label separately, it is invalid. You should keep the label on the server or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

16. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it only with the licensed server, the Certificate of Authenticity label, this agreement, and CALs, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

17. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD. This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

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

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

18. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

19. SUPPORT SERVICES. Contact the manufacturer or installer for support options. Refer to the support number provided with the software.

20. ENTIRE AGREEMENT. This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

21. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

23. LIMITATION ON AND EXCLUSION OF DAMAGES. **Except for any refund the manufacturer or installer may provide, you cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- the manufacturer or installer, or Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for 90 days after acquired by the first user. If you receive supplements, updates, or replacement software during those 90 days, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.
- To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.
- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond the reasonable control of the manufacturer or installer, or Microsoft.
- D. REMEDY FOR BREACH OF WARRANTY.** The manufacturer or installer will, at its election, either (i) repair or replace the software at no charge, or (ii) accept return of the software together with the server for a refund of the amount shown on your receipt for the software and the server. The manufacturer or installer may also repair or replace supplements, updates and replacement software or provide a refund of the amount you paid for them, if any; contact the manufacturer or installer about its policy. These are your only remedies for breach of the limited warranty.
- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. WARRANTY PROCEDURES.** Contact the manufacturer or installer to find out how to obtain warranty service for the software. For a refund, you must provide a copy of your receipt, the original Certificate of Authenticity label must be on the server or the software packaging, and you must comply with the manufacturer's or installer's return policies.
- G. NO OTHER WARRANTIES.** The limited warranty is the only direct warranty from the manufacturer or installer, or Microsoft. The manufacturer or installer and Microsoft give no other express warranties, guarantees or conditions. Where allowed by your local laws, the manufacturer or installer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.
- H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.** The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.