**MICROSOFT SOFTWARE LICENSE TERMS FOR A VIRTUAL HARD DISK IMAGE OF:**

MICROSOFT WINDOWS SERVER 2012 R2 STANDARD EVALUATION

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**BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.**

**AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.**

**YOUR RIGHT TO USE THE SOFTWARE IS LIMITED TO A SPECIFIED PERIOD OF TIME. PLEASE REFER TO SECTION 3 FOR DETAILS.**

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       Supersede other terms. The terms of this license supersede the terms of any Microsoft software license term agreement that requires “acceptance” of a separate license term agreement during installation.

       Installation. You may install and use the software on your device of which you are running any virtualization software able to run Virtual Hard Disk (VHD) formats, including Microsoft Virtual Server.

       Limited use rights. You may use the software in the virtual hard disk image only to test the software against evaluation of Nanocloud Community Software. You may not use the software in a live operating environment.

       No separation. The Microsoft software in the virtual hard disk image is licensed as a single piece of software. You may not separate the Microsoft software component parts or any third party software component parts included in the software for use on more than one device or in more than one operating system environment.

       Included Microsoft programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

**2.**    **INTERNET-BASED SERVICES.**Microsoft may provide Internet-based services with the software. It may change or cancel them at any time. If Internet-based services are included within the software they are typically simulated for demo purposes in the Virtual Hard Drive Image and no transmission over the Internet takes place. However, should the Virtual Hard Drive Image be configured to transmit over the Internet the following terms apply:

**a.**     **Consent for Internet-Based Services.**The software features described below and in the Windows Server Privacy Highlights 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, go to go.microsoft.com/fwlink/?Linkid=280262. **By using these features, you consent to the transmission of this information**. Microsoft does not use the information to identify or contact you.

**i.**      **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 (or Microsoft) Update Feature. You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.

•    Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. 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. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

•    Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

•    Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software’s ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

•    Windows Media Player. When you use Windows Media Player, it checks with Microsoft for

o   compatible online music services in your region;

o   new versions of the player; and

o   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 www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx.

•       Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

•       Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.

•       IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client servicewill attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standardDomain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you

·     use an application that needs IPv6 connectivity or

·     configure your firewall to always enable IPv6 connectivity

by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named “netsh”.

•       Windows Server 2012 Active Directory 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. Once a year, you must re-connect to Microsoft to update it. For more information, go to www.microsoft.com/rms. You may choose not to use this feature.

•       Accelerators. When you use click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:

·     the title and full web address or URL of the current webpage,

·     standard computer information, and

·     any content you have selected.

If you use an Accelerator provided by Microsoft, the information sent is subject to the Microsoft Online Privacy Statement, which is available at go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided by a third party, use of the information sent will be subject to the third party’s privacy practices.

**3.**    **TIME-SENSITIVE LICENSING.**This license for thesoftware will expire after **one hundred eighty (180) days**. You have no right to use the software after the time permitted has expired.

**4.**    **NO ACTIVATION.**To prevent its unlicensed use, the software may contain activation enforcement technology. Because this is an evaluation-only license, you are not licensed to activate the software for any purpose even if it prompts you to do so.

**5.**    **FEEDBACK.**If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose.  You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that requires Microsoft to license its software or documentation to third parties because Microsoft includes your feedback in them. These rights survive this agreement.

**6.   DATA STORAGE TECHNOLOGY.**The server software includes 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.

**7.   .NET FRAMEWORK SOFTWARE.**The software contains Microsoft .NET Framework software. This software is part of Windows.

**8.   BENCHMARK TESTING.**You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework see below.

**9.   MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of    the .NET Framework (“.NET Components”). 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 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 go.microsoft.com/fwlink/?LinkID=66406.

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       reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

       use the software’s files and components within another operating system or application running on another operating system;

       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 device.

**11.**      **NOTICE ABOUT THE H.264/AVC VIDEO STANDARD AND THE VC-1 VIDEO STANDARD.**This software includes H.264/ AVC and VC-1 visual compression technology. MPEG LA, L.L.C. requires this notice:

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If you have questions about the Video Standards, further information may be obtained from MPEG LA, L.L.C; see www.mpegla.com.

**12.      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.

**13.      SUPPORT SERVICES.**Because this software is “as is,” Microsoft may not provide support services         for it.

**14.      ENTIRE AGREEMENT.** This agreement, 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.

**15.      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.

**16.      LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under            the laws of your 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 country if          the laws of your country do not permit it to do so.

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       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 Microsoft knew or should have known about the possibility of the damages.  The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

**Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

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       tout  ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et

       les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d’une autre faute dans la limite autorisée par la loi en vigueur.

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