

MICROSOFT BIZSPARK PROGRAM

END USER LICENSE AGREEMENT

This is the end user license agreement for the software available under the Microsoft BizSpark Program ("**BizSpark**" or "**Program**"). Use of the software is also governed by the BizSpark Startup Agreement ("**Startup Agreement**") between Microsoft and the startup who meets eligibility requirements for the Program and is registering (or who has registered) for the Program, and of whom you are an employee or business principal ("**your Startup**").

This end user license agreement ("Program EULA") consists of two parts:

Part I: Microsoft Software License Terms – *Microsoft Developer Network (MSDN) Subscription Not for Resale (NFR) Edition* terms ("**MSDN NFR terms**"), and

Part II: Supplemental License Terms – *Microsoft Developer Network-BizSpark Program (MSDN-BZS) Subscription* terms ("**MSDN-BZS terms**").

If there is a conflict between the MSDN NFR and MSDN-BZS terms, the MSDN-BZS terms apply.

You do not have rights under this Program EULA unless your Startup has also accepted the Startup Agreement (the terms of which are posted at [http://download.microsoft.com/download/e/4/c/e4c42570-d868-47ea-bb5d-b1ce0954c9bd/BizSpark Startup Agreement.pdf](http://download.microsoft.com/download/e/4/c/e4c42570-d868-47ea-bb5d-b1ce0954c9bd/BizSpark%20Startup%20Agreement.pdf)). If there is a conflict between the Program EULA and Startup Agreement terms, the Startup Agreement terms apply.

By indicating your acceptance of these terms and using the software, you accept these Program EULA terms and the terms of the Startup Agreement. If you do not accept them, do not indicate your acceptance and do not use the software.

Part I:

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DEVELOPER NETWORK (MSDN) SUBSCRIPTION

NOT FOR RESALE (NFR) EDITION

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. 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.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE MICROSOFT AFFILIATE SERVING YOUR COUNTRY.

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

NOTICE: APPLICATIONS AND SERVICES BUILT WITH MICROSOFT VISUAL J# 2005 WILL RUN ONLY IN THE MICROSOFT .NET FRAMEWORK. VISUAL J# 2005 HAS BEEN INDEPENDENTLY DEVELOPED BY MICROSOFT. IT IS NOT ENDORSED OR APPROVED BY SUN MICROSYSTEMS, INC.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH LICENSE YOU ACQUIRE.

1. OVERVIEW.

- a. Software.** The software includes development tools, software programs and documentation.

- b. **License Model.** The software is licensed on a per user basis.

2. INSTALLATION AND USE RIGHTS.

- a. **General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- b. **Included Microsoft Programs.** These license terms apply to all Microsoft programs included with the software. If the license terms with any of those programs give you other rights that do not expressly conflict with these license terms, you also have those rights.
- c. **Pre-release Code.** The software contains pre-release code. The license terms with the pre-release code apply to your use of it.
- d. **Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- b. **Windows Server 2003 Terminal Services.** Up to 200 anonymous users at a time may use the Terminal Services feature of the Windows Server software to access Internet demonstrations of your programs. Your demonstration must not use production data.
- c. **Additional License Terms for MSDN Premium Edition.**
 - i. **Desktop Applications.** For each license you acquire, the licensed user may also install and use one copy of the following desktop applications on one device for any purpose.
 - Office 2007 Ultimate: Word, Excel, Outlook, PowerPoint, Publisher, Access, OneNote, InfoPath, Groove Visio Professional, Project Standard, SharePoint Portal Designer, and Office Communicator.
 - This Desktop Applications section of these product use rights applies to the licensed user's use of the Desktop Application components of the software. These rights are in addition to the right to install the supplied products for the purpose of design, development, testing and demonstration of your programs.
 - ii. **FrontPage Web Components.** The software includes web components for MSNBC news headlines, MSN MoneyCentral Stock Quote and MSN Search. You may only use these web components on web sites you create. You may not change the web components, except as the software allows. You may not separately use trademarks or logos shown on the web components. You may not disable or redirect the links in the web components. You may not use the web components to imply any relationship with Microsoft or MSNBC; disparage Microsoft or MSNBC or their products, software, or services; or violate any law.
 - iii. **Systems Management Server (SMS) 2.0.**
 - SMS Installer. You may use the SMS Installer only on devices managed by SMS.
 - SMS Distributable Code. You must require your end users to only use the Distributable Code listed in the REDIST.TXT file on devices managed by SMS.
 - SMS Sample Code. Code marked as "Sample Code" in the SAMPLES.TXT file is not Distributable Code. You may only use, copy and modify that sample code to design, develop and test your programs.
 - iv. **Software Development Kits.** The software includes components identified as software development kits (SDKs). If other terms come with an SDK, those terms apply to your use of it.
 - v. **Access Runtime Files Distributable Code.** You may copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Access 2007 or a licensed copy of Microsoft Office that includes Microsoft Office Access 2007 software. In addition, you and your end users may only use these files to provide database features for your non-database management programs.
- d. **Use with Virtualization Technologies.** You may use the software installed within a virtual (or otherwise emulated) hardware system. If you do so, you may not play or access content or use applications protected by any Microsoft digital, information or enterprise rights management technology or other Microsoft rights management services or use BitLocker. We advise against playing or accessing content or using applications protected by other digital, information or enterprise rights management technology or other rights management services or using full volume disk drive encryption.

e. **Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

i. **Right to Use and Distribute. The code and text files listed below are "Distributable Code."**

- REDIST.TXT Files. You may copy and distribute the object code form of code listed in REDIST.TXT files.
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
- OTHER-DIST.TXT Files. You may copy and distribute the object code form of code listed in OTHER-DIST.TXT files.
- Microsoft Merge Modules. You may copy and distribute the unmodified output of Microsoft Merge Modules.
- MFCs, ATls and CRTs. You may modify the source code form of Microsoft Foundation Classes (MFCs), Active Template Libraries (ATls), and C runtimes (CRTs) to design, develop and test your programs, and copy and distribute the object code form of your modified files under a new name.
- MDAC. You may copy and distribute the object code form of the MDAC_TYP.EXE file.
- Image Library. You may 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.
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- Additional license terms for MSDN Premium Edition.
 - MSDE 2000. Distributable Code includes Microsoft SQL Server 2000 Desktop Engine (MSDE 2000). You may copy and distribute the object code form of MSDE 2000.

ii. **Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. **Distribution Restrictions.** You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.

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

4. **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

- a. other software on your computer ceasing to work, or
- b. 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.

5. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.
6. **MANDATORY ACTIVATION.** Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see go.microsoft.com/fwlink/?linkid=69497. 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 will not be able 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.
7. **Windows Vista Validation.**
- a) The software may contain Microsoft Windows Vista which will from time to time update or require download of the validation feature of the software. Validation verifies that the Windows Vista software has been activated and is properly licensed. Validation also permits you to use certain features of the Windows Vista software, or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.
 - b) During a validation check, the Windows Vista software will send information about the software and device to Microsoft. This information includes the version and product key of the Windows Vista software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the Windows Vista 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>.
 - c) If the Windows Vista software is not properly licensed, the functionality of the Windows Vista software may be affected. For example, you may:
 - i. need to reactivate the Windows Vista software, or
 - ii. receive reminders to obtain a properly licensed copy of Windows Vista software,
 - iii. you may not be able to connect to the Internet, or
 - iv. obtain certain updates or upgrades from Microsoft.
 - d) You may only obtain updates or upgrades for Windows Vista software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see <http://go.microsoft.com/fwlink/?linkid=69502>.
8. **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 the software documentation. **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 installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Windows Update Feature. You may connect new hardware to your device. 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 over 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
 - 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 www.microsoft.com/windows/windowsmedia/mp10/privacy.aspx.

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the Windows Vista software, it will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When Windows Vista checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while Windows Vista was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.
- **Network Connectivity Status Icon.** 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 Windows Vista feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time Windows Vista is started the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if the computer is connected to the Internet and can locate a public Teredo service. If you
 - (1) use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
 - (2) 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".

- e) **Use of Information.** Microsoft may use the computer information, error reports, and Malware 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.

- f) **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.
9. **DATA STORAGE TECHNOLOGY.** The 32-bit version of Windows 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.
10. **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 includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.
11. **MICROSOFT WINDOWS SOFTWARE.** The software contains the Microsoft .NET Framework and Microsoft Data Access Component software. This software is part of Windows.
12. **BENCHMARK TESTING.**
- a. **Server Software.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of server software or additional software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Class Server, Live Communications Server, MBS CRM 1.2, Microsoft Operations Manager, SharePoint Portal Server, System Center Data Protection Manager, Systems Management Server, Virtual Server, Windows Server, Microsoft Services for Netware, Windows Services for UNIX, Windows Small Business Server.
 - b. **Microsoft .NET Framework Benchmark Testing.** The software includes one or more components of the .NET Framework 3.0 (".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 <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>.
13. **EXCEPTIONS AND ADDITIONAL TERMS FOR WINDOWS VISTA, WINDOWS VISTA K AND WINDOWS VISTA KN:**
- a. Windows Vista and Windows Vista 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 Vista KN does not include Windows Media Player or related technologies identified by the KFTC. Windows Vista KN also does not include a link to the Windows Live Messenger Download. Please see the Microsoft Product List at <http://microsoft.com/licensing> for details about which language versions and media fulfillment options are available for each of these editions.
- Windows Vista K.* The KFTC requires that Windows Vista K contains 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.
- Windows Vista KN:*
- *Inapplicable Windows Media Player Use Rights.* The Windows Media Digital Rights Management and Windows Media Player terms, and Notices About the MPEG-4 and VC-1 Visual Standards above do not apply when running Windows Vista KN.
- 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.

b. For Windows Vista Business N:

Inapplicable Windows Media Player Use Rights. The Windows Media Digital Rights Management and Windows Media Player terms, and Notices About the MPEG-4 and VC-1 Visual Standards terms above do not apply when running Windows Vista Business N.

Notice regarding the absence of Windows Media Player. Windows Vista Business N 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 that may be in your license agreement

14. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves 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 www.microsoft.com/licensing/userights. 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 server software do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access the server.

15. CODE GENERATION AND OPTIMIZATION TOOLS. You may not use the code generation or optimization tools in the software (such as compilers, linkers, assemblers, runtime code generators, and code generating design and modeling tools) to create programs, object code, libraries, assemblies, or executables to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms.

16. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

17. DOCUMENTATION. You may copy and use the documentation for your internal, reference purposes.

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

19. 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.

20. DOWNGRADE. You may install and use this version and an earlier version of the software at the same time. 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. Microsoft is not obligated to supply earlier versions to you.

21. 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.

- 22. NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 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 VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.

- 23. NOTICE ABOUT THE MPEG-2 VISUAL STANDARD.** This software includes MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 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-2 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

- 24. 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.

- 25. SUPPORT SERVICES.** Because this software is "as is," we may not provide support for it.

- 26. 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.

- 27. 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.

- 28. 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.

- 29. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

- 30. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. 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 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.

MICROSOFT BIZSPARK PROGRAM END USER LICENSE AGREEMENT (cont'd)

Part II:

MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

MICROSOFT DEVELOPER NETWORK – BIZSPARK PROGRAM (MSDN-BZS) SUBSCRIPTION

These supplemental license terms apply to the software available under the BizSpark™ Program, consisting of the software available through the Visual Studio Team System 2008 Team Suite with MSDN Premium subscription, plus the Visual Studio 2005 Team Foundation Server Standard Edition. Together with the *MSDN Subscription License Not for Resale (NFR) Edition Terms (MSDN NFR Terms)*, these supplemental license terms form the BizSpark **Program EULA**, and are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you for the software provided under the BizSpark Program (**Program Software**).

You do not have rights under these supplemental license terms unless you have also accepted the MSDN NFR Terms and the Startup Agreement (as defined at the beginning of this Program EULA). If there is a conflict between the MSDN NFR Terms and these terms, these supplemental license terms apply. If there is a conflict between the Program EULA and the Startup Agreement, the Startup Agreement terms apply.

By indicating your acceptance of these terms and using the software, you accept these Program EULA terms and the terms of the Startup Agreement. If you do not accept them, do not indicate your acceptance and do not use the software.

1. DEFINITIONS.

- “**you**” means the Startup employee or business principal who wishes to license the software.
- “**Startup**” means the startup who meets eligibility for the Program and wishes to enroll (or has enrolled) in the Program, and with whom you are affiliated as an employee or business principal.
- “**BizSpark**”, “**BizSpark Program**”, or “**Program**” means the Microsoft® BizSpark™ Program.
- “**MSDN-BZN**” means the software offering provided under the BizSpark Program and governed by these terms.
- “**Production Use**” means use of Hosting Servers and IT Operations Servers (defined in Annex B of the Startup Agreement) as provided in Section 3 of these terms and Annex B of the Startup Agreement.
- “**Startup Agreement**” means the Microsoft BizSpark Startup Agreement that Startup must accept (or has accepted) in order to enroll in the Program.
- “**Startup Application(s)**” means web-based software application(s) developed by Startup using Program Software obtained by it under the Program.
- “**Software Services**” has the meaning defined in Annex B of the Startup Agreement.

2. EXCEPTIONS AND ADDITIONAL MSDN-BZS REQUIREMENTS.

A. Installation and Use Rights. Section 2.a. (General) of the MSDN NFR Terms is deleted in its entirety and replaced with the following:

“A. General.

- i. One user may install and use copies of the Program Software to design, develop, test and demonstrate Startup’s programs. Testing does not include staging on a server in a production environment, such as loading content prior to production use.
- ii. You may also use the following Server Software (defined in Section 3.A below) for Production Use:
 - Hosting Servers (defined in Section 3.A below), to provide Software Services, and
 - IT Operations Servers (defined in Section 3.A below), to manage (as defined in Section 3.C below):
 - the Hosting Servers that are providing Software Services, and
 - other IT Operations Servers that are managing those Hosting Servers,as provided in Section 3 of these terms and in Annex B of the Startup Agreement.

Other than Production Use as expressly provided in Section 3 below and the Startup Agreement, you may not:

- distribute Server Software or other Program Software to, or allow access to the Server Software or other Program Software by, anyone except other Startup employees or principals who have each accepted their own Program EULA, or
- use Server Software or other Program Software:
 - to develop or maintain Startup's own administrative or IT systems, run internal (not customer-facing) applications, or otherwise for its internal business operations,
 - to provide services to others such as (but not limited to) hosting, web agency, system integration or outsourced development, or
 - as otherwise provided in section 2.b of Annex B of the Startup Agreement,

See Section 4.3.b and Annex B of the Startup Agreement for more details."

B. Desktop Applications and Operating Systems. Section 3.c.i. (Desktop Applications) of the MSDN NFR Terms is deleted in its entirety and replaced with the following:

"Desktop Applications and Operating Systems". You may only install and use copies of the following Desktop Application and Desktop Operating System portions of the Program Software solely to design, develop, test and demonstrate your programs.

- Office 2007 Ultimate: Word, Excel, Outlook, PowerPoint, Publisher, Access, OneNote, InfoPath, Groove Visio Professional, Project Standard, Sharepoint Portal Designer, and Office Communicator
- Windows Vista and Windows XP (all versions) operating system software."

C. Team Foundation Server. You will receive the Standard Edition of Visual Studio Team Foundation Server (which does not have a limit on the number of users) rather than the Workgroup Edition.

D. No Resale or Other Transfer. Section 18 (Not for Resale Software) of the MSDN NFR Terms is deleted in its entirety and replaced with the following:

"You may not sell or otherwise transfer to anyone else the software you receive under the Program."

E. End of BizSpark Participation. If Startup's participation in BizSpark membership ends for any reason (see the Startup Agreement for more details):

- i. Section 3 (MSDN-BZS Additional Use Rights) of these terms will terminate, and you may no longer use the Hosting Servers and IT Operations Servers for Production Use (as described in Section 3 below and Annex B of the Startup Agreement);
- ii. you may no longer obtain any Program Software; however, you may continue to use copies of the Program Software you received before Startup's participation in BizSpark terminated, in accordance with the MSDN NFR EULA and these terms (other than Sections 2.a.11 and 3); and
- iii. if Startup's participation in BizSpark ends for the reasons described in Section 8.4.a of the Startup Agreement, you must destroy all copies of the Program Software in your possession, in accordance with Section 8.6 of the Startup Agreement.

3. MSDN-BZS ADDITIONAL USE RIGHTS. The following license terms apply to your use of Hosting Server and IT Production Server software products for Production Use under Section 2.a.ii of these terms.

A. General License Terms.

The following license terms apply to your use of the following Microsoft server products ("Server Software").

Hosting Servers. The following Server Software products are "Hosting Servers":

1. SQL Server 2008 Standard, Enterprise and Workgroup Editions
2. SQL Server 2008 Web Edition
3. Windows Web Server 2008
4. Windows Server 2008 Standard and Enterprise
5. Windows Server 2008 Standard and Enterprise without Hyper-V™
6. Biz Talk Server 2006 R2 Branch, Standard and Enterprise Editions
7. Office SharePoint Server 2007 for Internet Sites

IT Operations (Production) Servers. The following Server Software products are "IT Operations Servers":

1. System Center Configuration Manager 2007
2. System Center Configuration Manager 2007 with SQL Server 2005 Technology
3. System Center Data Protection Manager 2007

4. System Center Operations Manager 2007
5. System Center Operations Manager 2007 with SQL Server Technology

I. Instance. You create an “instance” of the Server Software by executing the Server Software’s setup or install procedure. You also create an instance of the Server Software by duplicating an existing instance. References to Server Software include “instances” of the Server Software.

II. Run an Instance. You “run an instance” of Server 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.

III. Operating System Environment. An “operating system environment” is

a) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and

b) instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. 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:

- c) one physical operating system environment
- d) one or more virtual operating system environments.

IV. 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.

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

VI. 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.

VII. Physical and Virtual Processors. A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

VIII. 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, 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.

You have the rights below for each server software component.

I) Assigning the License to the Server.

- a) Before you run any instance of the server software under a software license, you must assign that license to one of your servers. 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. A hardware partition or blade is considered to be a separate server.
- b) You may reassign a server software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

II) Running Instances of the Server Software.

- a) For each server to which you have assigned the required number of Server Software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system

environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

- b) The Server Software or your hardware may limit the number of instances of the Server Software that can run in physical or virtual operating system environments on the server.

III) Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed in the table below in physical or virtual operating system environments on any number of your devices. Use of any instance with the server software may be indirect (that is, through other additional software) or direct.

Product	List of Additional Software
BizTalk Server 2006 R2 Branch, Standard and Enterprise Editions	<ul style="list-style-type: none"> Administration and Monitoring Tools BizTalk Server Related Schemas and Templates Business Activity Services Development Tools Master Secret Server/Enterprise Single Sign-On Software Development Kit(s) MQHelper.dll Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools BAM Alert Provided for SQL Notification Services BAM Client Windows SharePoint Services Adapter Web Service Windows Communication Foundation Adapters SOAP Receive Adapter HTTP Receive Adapter ADOMD.NET MSXML SQLXML Business Rules Component MQSeries Agent
SQL Server 2008 Workgroup, Standard and Enterprise Editions	<ul style="list-style-type: none"> Business Intelligence Development Studio Client Tools Backward Compatibility Client Tools Connectivity Client Tools Software Development Kit Management Studio Sync Framework SQL Server 2008 Books Online
Windows Server 2008 Standard and Enterprise Windows Server 2008 Standard without Hyper-V, Enterprise without Hyper-V	<ul style="list-style-type: none"> AD Migration Tool FRS monitoring tools Remote Desktop Connection Client RSAT Client
Office SharePoint Server 2007 for Internet sites	<ul style="list-style-type: none"> None
System Center Configuration Manager 2007 with SQL Server	<i>For all editions of System Center Configuration Manager</i>

2005 Technology	<p><i>2007</i></p> <ul style="list-style-type: none"> • Configuration Manager Console • Configuration Manager Client • Device Management Point • Custom Updates Publishing Tool • Distribution Point • Fallback Status Point • Inventory Tool for Microsoft Updates • PXE Service Point • Management Point • Reporting Point • System Center Update Publisher • Secondary Site Server • Server Locator Point • Software Update Point • State Migration Point • System Health Validator Point <p><i>Only for System Center Configuration Manager 2007 with SQL Server 2005 Technology</i></p> <ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Microsoft Baseline Security Analyzer • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
System Center Data Protection Manager 2007	<ul style="list-style-type: none"> • Data Protection Manager 2007 Agent • Data Protection Manager Remote Command-Line Interface Console • Data Protection Manager System Recovery Tool Agent
System Center Operations Manager 2007 with SQL Server 2005 Technology	<ul style="list-style-type: none"> • Agent and Helper Binaries • Audit Collector • Audit Database • Connector Framework • Console • Database • Gateway Server • Management Packs

	<ul style="list-style-type: none"> • Management Server • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console <p><i>Only for System Center Operations Manager 2007 with SQL Server 2005 Technology</i></p> <ul style="list-style-type: none"> • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components • Legacy Components • Management Tools • Notification Services Client Components • Reporting Services Report Manager • Reporting Services Shared Tools • SQL Server 2005 Shared Tools • Software Development Kit • SQLXML Client Features • SQL Server 2005 Books Online • SQL Server Mobile Server Tools
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IV) Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each Server Software license.

- a) You may create any number of instances of the Server Software and additional software.
- b) You may store instances of the Server Software and additional software on any of your servers or storage media.
- c) You may create and store instances of the Server Software and additional 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).

V) Additional Licensing Requirements and/or Use Rights.

- a) **Client Access Licenses (CALs) and end user software.** You do not need CALs for your Startup Applications to access Server Software as necessary for your provision of Software Services. Your Production Rights under this Section 3 and the Startup Agreement do not include any CALs, or any rights to distribute Program Software, that may be needed for your end user customers to access or use your Software Services.
- b) **Management Licenses for management.** You do not need management licenses for Hosting Servers and IT Operations Servers that are managed by IT Operations Servers.
- c) **Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center products in the IT Operations Servers – Management Server section of this Section 3 apply to your use of these Management Packs.

B. Hosting Servers – Exceptions and Additional Terms.

For BizTalk Server 2006 R2 Branch Edition:

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.

For BizTalk Server 2006 R2 Enterprise Edition:

Running Instances of the Server Software. 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 operating system environments on that server.
- you do not need to license virtual processors.

For BizTalk Server 2006 R2 Standard Edition:

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

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

For SQL Server 2008 Enterprise Edition:

Running Instances of the Server Software. 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 operating system environments on that server.
- you do not need to license virtual processors.

For SQL Server 2008 Web Edition:

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

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

For SQL Server 2008 Standard, Enterprise, Workgroup and Web Editions:

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

For all Windows Server 2008 Editions:

Testing, maintenance, and administration access: For each instance running in an operating system environment, 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 Terminal 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 Terminal 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.

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.

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

For Windows Web Server 2008:

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

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

Limitations on Use.

The software may be used solely as an Internet-accessible front-end web server for development and deployment of the following:

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

You may run database engine software on an instance of the software solely to support applications running on the same instance of the software. You may run web server software (for example, Microsoft Internet Information Services), management or security agents (for example, the MOM agent) on an instance of the software.

Any other usage of the software is not permitted.

For Windows Server 2008 Standard, Standard without Hyper-V™, Enterprise, and Enterprise without Hyper-V™:

Windows Server 2008 Standard and Standard without Hyper-V™. The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

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

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

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

- 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.

Windows Server 2008 Enterprise and Enterprise without Hyper-V™. The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

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

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, or
 - provide hardware virtualization services, or
 - run software to manage and service operating system environments on the licensed server.
- ii) You need an additional software license for each physical processor on the server to run four additional instances of the server software in virtual operating system environments. You may run only one instance per virtual operating system environment.

C. IT Production Servers – Exceptions and Additional Terms.

For Management Servers (System Center Configuration Manager 2007, Configuration Manager 2007 with SQL Server 2005 Technology, Data Protection Manager 2007, Operations Manager 2007, and Operations Manager 2007 with SQL Server 2005 Technology):

- i. **Use Rights.** You may only use Management Servers to manage Hosting Servers and other IT Production Servers that are being used to provide Software Services (as defined in the Startup Agreement). For purposes of this paragraph, to "**manage**" a server means to
- i. solicit or receive data about,
 - ii. configure, or
 - iii. give instructions to
- the hardware or software associated with the server, other than to discover the presence of a device.

ii. Product Exceptions for Management Servers

For System Center Data Protection Manager

Running Instances of Server Software. The System Center Data Protection Manager software includes Microsoft System Recovery Tool for Microsoft System Center Data Protection Manager 2007. For each System Center Data Protection Manager software license you acquire and assign to a server, you may also run at any one time, one instance of the System Recovery Tool server software in a separate physical or virtual operating system environment.