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SERVER LICENSE FOR MICROSOFT SERVER PRODUCTS

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 - a. Types of Software. The SOFTWARE PRODUCT contains some or all of the following types of software: "Server Software" that provides services or functionality on a computer acting as a server (and, the computer running the Server Software shall be referred to as the "Server"); and "Client Software" that allows a computer, workstation, terminal, handheld PC, pager, telephone, "smart phone," or other electronic device (each of the foregoing a "Device") to access or utilize the services or functionality provided by the Server Software. Several copies of the Server Software and the Connector Software (applicable to Microsoft Exchange Server only), each of which is compatible with a different microprocessor architecture (such as the x86 architecture or various RISC architectures), may be provided.
 - b. Installation-Server Software. At any given time, you may install one copy of the Server Software for only one of those architectures on a single computer. Client Software. You may install the Client Software on any Device.

- c. Use of the Server Software. You may use one copy of the Server Software on one Server. You must acquire a separate Client Access License for each unique Device which accesses or otherwise utilizes the services or functionality of the Server Software, whether you use the Client Software or any other software to do so, unless otherwise noted in Section 2 below. This is known as using the Server Software in "Per Seat Mode." However, you may elect to use the Server Software for Microsoft SQL Server, Windows NT Server (except as specified below), Site Server, Site Server Commerce Edition, or SNA Server (but not Microsoft Exchange Server, Windows NT Server, Terminal Server Edition, Systems Management Server, or BackOffice Server) in "Per Server Mode" as defined below. If you choose Per Seat Mode, your choice is permanent. You also need a Windows NT Workstation license to access or utilize certain services or functionality of Windows NT Server as described below.
- d. Alternate Terms If You Elect to Use the Server Software In Per Server Mode. In Per Server Mode, the maximum number of Devices that may access or otherwise utilize the services or functionality of the Server Software at a given point in time is equal to the number of Client Access Licenses that you have acquired and designated for use exclusively with that Server. Devices to which a Client Access License has been designated may also access Server Software running in the Per Server Mode, provided the additional access is within that Server's maximum licensed capacity. You also have the right to change your use of the Server Software to Per Seat Mode, but then this choice is permanent. Consult the terms of your Client Access Licenses to determine your rights with respect to such Client Access Licenses in connection with such change.
- e. Use of the Client Software. You may use the Client Software provided that you acquire Client Access Licenses as required in Paragraphs 1(c) and 1(d) above, and subject to any limitations set forth in Paragraph 2.
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- g. Academic Edition Software. If the SOFTWARE PRODUCT is identified as "Academic Edition" or "AE," you must be a "Qualified Educational User" to use the SOFTWARE PRODUCT. If you are not a Qualified Educational User, you have no rights under this EULA. To determine whether you are a Qualified Educational User, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
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- j. No "Multiplexing" or "Pooling". Use of software or hardware that reduces the number of Devices directly accessing or utilizing the Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Client Access Licenses required; the required number of Client Access Licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end."
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The Server Software may be used by no more than four (4) processors of the Server at any one time (support for a greater number of processors is available from authorized computer hardware vendors). Client Access. You need a Client Access License for Windows NT Server in order to access or otherwise utilize any of the following Windows NT Server basic network/application services, components, or functionality: File Services (accessing or managing files, or accessing or managing disk storage), Printing Services (printing to a printer managed by a Windows NT Server), Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), Remote Access Service (accessing the server from a remote location through a communications link), and Terminal Server Functionality (as defined below). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). You do not need a Client Access License for Windows NT Server to access or otherwise utilize

any other Windows NT Server services or functionality. Note on Microsoft Windows for Workgroups or Windows 95 Software. The media on which Windows NT Server resides may contain a copy of Windows for Workgroups or Windows 95 software. In order to install or use this software, you must acquire a separate Windows for Workgroups or Windows 95 license. Note on Microsoft FrontPage Software. Windows NT Server contains Microsoft FrontPage software, which allows a single user to develop and maintain an Internet/intranet Web site. You may install and use one copy of Microsoft FrontPage on a single Device. Note on Microsoft Site Server Express. You may copy and distribute Microsoft Site Server Express on any Device within your organization.

For Windows NT Server terminal server services and Windows NT Server, Terminal Server Edition. In addition to the Client Access License for Windows NT Server, you must also acquire a Windows NT Workstation license for each Device using "Terminal Server Functionality," which is defined as (a) third-party software that utilizes Windows NT Server to display or use Windows-based or Windows NT-based applications on a Device ("Third-Party Terminal Software"), and/or (b) the services of Windows NT Server, Terminal Server Edition which display or use Windows-based or Windows NT-based applications on a Device. Any Device running a validly licensed copy of Windows NT Workstation has the right to use Terminal Server Functionality. The Windows NT Workstation license must have the same version number as or a higher version number than the corresponding version number of Windows NT Server or Windows NT Server, Terminal Server Edition being used. "Multiplexing" or "pooling" software or hardware does not reduce the number of Windows NT Workstation licenses required; the required number of Windows NT Workstation licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end." When using Windows NT Server in conjunction with Third-Party Terminal Software, Windows NT Server may not be used in Per Server Mode. You also may need

additional licenses in order to use other software products that are installed on the Server and are utilizing Terminal Server Functionality-please consult the license agreement accompanying any such software.

- c. For Microsoft Windows NT Server, Enterprise Edition--Processor Limitation. The Server Software may be used by no more than eight (8) processors of the Server at any one time (support for a greater number of processors is available from authorized computer hardware vendors). SQL Server Feature. Windows NT Server, Enterprise Edition may install an additional feature which is a restricted version of Microsoft SQL Server. If such feature is installed, you may use it solely in support of the Microsoft Message Queue Server directory functions. However, you may not use such restricted SQL Server feature for any other purpose.
- d. For Microsoft SQL Server, Enterprise Edition and Microsoft Exchange Server, Enterprise Edition-Note Regarding Use in a Clustered Environment. If you are using the Server Software in a clustered environment and the Server on which the Server Software is installed fails over to one other computer in the cluster ("Fail-Over Computer"), you may use the Server Software on such Fail-Over Computer provided that you: (i) have acquired a separate licensed copy of the Server Software for such Fail-Over Computer, and (ii) use the Server Software on the Fail-Over Computer only for so long as the Server on which the Server Software is installed has failed over to such Fail-Over Computer. At any point in time, however, the Server Software may be used only on one computer.
- e. For Microsoft SQL Server (all editions)--Client Access. You do not need a Client Access License in order for a Microsoft SQL Server or Microsoft SQL Server, Enterprise Edition to solely interact with another Microsoft SQL Server or Microsoft SQL Server, Enterprise Edition. Note Regarding Interaction between Microsoft SQL Server and Microsoft Data Engine ("MSDE"). If you use MSDE to access or use the services of Microsoft SQL Server (for example, replication, data

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- f. For Microsoft Exchange Server (all editions)--Connector Software. If applicable, at any given time, you may install and use on one Server only one copy of the Connector Software for one of the provided architectures. If you choose to make the Connector Software a usable feature, you must also acquire a separate license or licenses (whether as part of the license for Microsoft Exchange Server or as a separate license for the Connector Software) to install and use the Connector Software on every other Microsoft Exchange Server in the same "Microsoft Exchange Organization." A "Microsoft Exchange Organization" is the group of all Microsoft Exchange Servers with the same organization name specified during the Microsoft Exchange Server installation process for the express purpose of connecting the servers. Client Software. Microsoft Outlook is part of the Microsoft Client Software for Microsoft Exchange Server. You may use Microsoft Outlook to access or utilize the services of any version of Microsoft

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the Source Extractor, Administrator, and Microsoft Mail Connector components on additional computers. Microsoft also grants you the right to modify the source code version of the Source Extractor. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

- g. Distribution Requirements for Microsoft Exchange Server Sample Applications. If you distribute object code versions of the Sample Applications (collectively "Redistributables") as provided above, you agree to: (i) distribute the Redistributables only in conjunction with and as a part of your Application; (ii) not use Microsoft's name, logo, or trademarks to market your Application; (iii) include a valid copyright notice in your Application; (iv) include an end-user license agreement with your Application that grants a limited license to use the Redistributables and otherwise protects Microsoft's and its suppliers' intellectual property rights in the Redistributables; and (v) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application. You shall display any patent or proprietary rights notices on each copy of your Application(s) that contains executables, if and as required in the documentation or other materials provided with the Sample Applications, or subsequently provided to you by Microsoft.
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- j. For Microsoft Systems Management Server--Client Access. You do not need a Client Access License in order to solely execute Systems Management Server-to-Systems Management Server communications which are solely managing a third Device. You also do not need to acquire a

Client Access License for Microsoft SQL Server to use the administration console or utilities provided with Systems Management Server to access or otherwise utilize the services of Microsoft SQL Server. Client Software. You may install and use the Installer component of the Client Software ("SMS Installer") only on Devices within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, and testing your Setup Programs. You may also install and use in object code form the Redistributable Components (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (i) reproduce and use the Redistributable Components only in conjunction with or as part of a Setup Program; (ii) have a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the Redistributable Components; and (iii) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer. Note Regarding Metering Services and Client Access Points Features. You may install and use the Metering Services and Client Access Points components of the Server Software on any computer running a validly licensed copy of Windows NT Server within your organization. Note Regarding Use of the Redistributable Components. You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Components"), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described in subsections

(i) - (iii) of the Client Software note above.

- k. For Microsoft Site Server (all editions). You may use one copy of the Server Software to support a single "domain" on a single Server. For the purposes of this EULA, "domain" shall mean the description of a computer's location on the Internet. An Internet domain is comprised of a second-level domain name (e.g., microsoft) and a top-level domain name (e.g., com). For example, <http://www.microsoft.com/> and <http://www.microsoft.com/products/> are part of a single domain, while <http://www.microsoft.com/> and <http://www.msn.com/> are not. The single domain restriction shall not apply to intranet usage of the Server Software within and for a single organization. Content Deployment Software. You may install and use one copy of Content Deployment software included in the Server Software on a single computer for staging and on a second computer for production, provided that at least one of such computers is running a licensed copy of the Server Software. Client Access. You do not need a Client Access License in order to solely execute Site Server-to-Site Server communications. Per Server Mode. When a Device "visits" a Server, it is deemed to be accessing, utilizing, and/or simultaneously connecting to the Server Software. For purposes of the previous sentence, a "visit" means a series of one or more requests from a Device to a Server. A visit ends when such Device does not make any additional requests of the Server Software for a period of time that exceeds the default setting for a visit, as described in the Site Server documentation. A "request" means a hit that successfully retrieves content. Commercial Use. Site Server is licensed for your use and you may not use Site Server to provide Commercial Services to third parties. Each of the following is a "Commercial Service": (a) a product or service that uses one or more services of Site Server and alleviates any third party from the obligation to obtain a separate license to Site Server for his, her, or itself; and (b) a product or service that uses Site Server as part of an Internet access and/or carriage service for any third party. Examples of Commercial Services include, but are not limited to, the

following: (a) hosting of Internet, Extranet, or Intranet sites on behalf of any third party, whether or not the sites are registered as separate domains; (b) hosting of applications that use the services of Site Server on behalf of any third party; or (c) hosting of commerce or other services of Site Server on behalf of any third party.

Software Development Kits ("SDK Software"). You may install and use copies of the SDK Software on one or more computers located at your premises solely for the purpose of building applications that work in conjunction with Microsoft Site Server ("Applications"). You may modify the Sample Code to design, develop, and test your Applications, and may reproduce and use the Sample Code, as modified, on one or more computers located at your premises. For the purposes of this section, "Sample Code" shall mean the sample source, HTML, and Active Server Page (ASP) code located in Site Server's "SDK" and "samples" directories. You may also reproduce and distribute the Sample Code, along with any modifications you make thereto, provided that you comply with the Distribution Requirements described in the REDIST.TXT file. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

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and you may use the SOFTWARE PRODUCT as a stand-alone product in accordance with the terms of this EULA. The remaining components of Microsoft BackOffice Server product suite may be used only in accordance with the terms of the Microsoft End-User License Agreement that accompanied the original product suite. Upgrades of Microsoft BackOffice Small Business Server. If you have acquired the SOFTWARE PRODUCT as an upgrade from Small Business Server, including if you have acquired the SOFTWARE PRODUCT as an indirect upgrade from Small Business Server (for example, if you upgraded from Small Business Server to a full use Microsoft SQL Server and then upgraded such Microsoft SQL Server to Microsoft BackOffice Server product suite ("BackOffice Server")), you may use the SOFTWARE PRODUCT in accordance with the terms of this EULA; provided that: (a) you may install and use the SOFTWARE PRODUCT only on the same computer as the Small Business Server is installed; (b) if you transfer the Small Business Server to another computer or to a third party in accordance with the terms of the End-User License Agreement for the Small Business Server ("SBS EULA"), you must also transfer the SOFTWARE PRODUCT; and (c) subsequent to the upgrade, the Small Business Server may be used in accordance with the terms of the SBS EULA, except as provided below with respect to its fax and modem pooling server software components ("Fax and Modem Software"). If the SOFTWARE PRODUCT you acquired as an upgrade from Small Business Server is either (a) Microsoft Windows NT Server or (b) BackOffice Server, then the Fax and Modem Software is no longer subject to the connection limitation in the SBS EULA and you do not need to acquire a Client Access License for Small Business Server for each Device that accesses or utilizes the Fax and Modem Software.

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8. **LIMITED WARRANTY.** Microsoft warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt.

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