

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT HYPER-V SERVER 2012 R2

Below are two separate sets of License Terms. Only one set applies to you. If you received the software separately from a server, then the *Retail License Terms* below apply to you. If you received the software with a server from a computer manufacturer (also known as an original equipment manufacturer (OEM) or system builder) then the *OEM License Terms* below apply to you.

1. RETAIL LICENSE TERMS

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.

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

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

1. OVERVIEW.

- a. Software.** The software includes server software.
- b. License Model.** The software is licensed based on the number of instances of server software that you run.
- c. License Terminology.**
 - **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.

- **Run an Instance.** You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An “operating system environment” is
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - (ii) instances of applications, if any, configured to run on the operating system instances 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 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:

- (i) one physical operating system environment, and
 - (ii) one or more virtual operating system environments.
- **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
 - **Assigning a License.** To assign a license means simply to designate that license to one device or user.

2. USE RIGHTS.

a. Assigning the License to the Server.

- i. 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.
- ii. You may reassign a software license, but 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.

b. Running Instances of the Server Software. For each software license you assign, you may run one instance of the server software in the physical operating system environment on the licensed server. The instance of the server software running in the physical operating system environment may be used only to:

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

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

- You may create any number of instances of the server software;
- You may store instances of the server software on any of your servers or storage media;
- You may create and store instances of the server software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third-parties).

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

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Multiplexing. Hardware or software you use to:

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

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

b. 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.

- c. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- d. Distribution.** You are permitted to distribute the software with or installed on your proprietary hardware if you comply with the terms below.
- i. Right to Use and Distribute.**
- You may copy and distribute the software. You may not modify the software, and your hardware must include a complete copy of the software, including set-up.
- ii. Distribution Requirements.** For any software you distribute, you must:
- 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 software;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from, or are endorsed by, Microsoft;
 - include the software in malicious, deceptive, or unlawful programs; or
 - modify or distribute the software 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.
- e. Hosting.** You may use the software for commercial software hosting services, subject to the following terms:
- i. You are Fully Responsible.** If you use the software for commercial hosting purposes, you will be legally responsible for all usage of the software by your end users.
- ii. Indemnity.** You must defend, indemnify, and hold Microsoft harmless from any claim arising as a result of (1) your improper installation of the software; (2) any

software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third-party providing services to the end user).

- iii. **No High Risk Use.** The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life-support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering, and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.
- iv. **Compliance with license requirements.** You must (1) inform the individuals who have access to the software that the software is licensed by Microsoft, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.

4. **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, visit 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.**

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.

- 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 (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.
- 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.
- 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. This query only transfers standard Domain 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 connectivityby 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."

5. **MICROSOFT .NET FRAMEWORK 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.

6. 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. 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;
- 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; or,
- publish the software for others to copy.

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.

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

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

9. 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.

10. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

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

12. 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.

13. 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.

14. LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.

This limitation applies to:

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

It also applies even if:

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

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

Microsoft assumes no obligations from any separate license or other agreement to which Microsoft is not a party and that may apply to your use of the software.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY.** Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates, and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.

- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:

· (800) MICROSOFT;

- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit www.microsoft.com/info/nareturns.htm.

2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
- the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

3. Australia. For warranty service and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:

- 13 20 58;
- Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.

4. Outside United States, Canada, Europe, Middle East, Africa, and Australia. If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

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

2. OEM LICENSE TERMS

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT HYPER-V SERVER 2012 R2

These license terms are an agreement between you and the hardware manufacturer that distributes the software with the hardware.

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

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

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer, licenses those to you. Printed paper license terms, which may come with the software, take the place of any on-screen license terms.

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

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1. OVERVIEW.

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- **Operating System Environment.** An “operating system environment” is
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - (ii) instances of applications, if any, configured to run on the operating system instances 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 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:

- (i) one physical operating system environment, and
 - (ii) one or more virtual operating system environments.
- **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
 - **Assigning a License.** To assign a license means simply to designate that license to one device or user.

2. USE RIGHTS.

- a. **Assignment of the License to the Server.** The software license is permanently assigned to the server with which the software was distributed. That server is the licensed server for that particular license. A hardware partition or blade is considered to be a separate server. You may not assign the same license to more than one server.
- b. **Running Instances of the Server Software.** For each server that has been assigned the required number of software licenses, you may run one instance of the server software in the physical operating system environment on the licensed server. The

instance of the server software running in the physical operating system environment may be used only to:

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

- c. Creating and Storing Instances on Your Servers or Storage Media.** For each software license you acquire you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third-parties).
- d. Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Multiplexing.** Hardware or software you use to:

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

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

- b. 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.
- c. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- d. Hosting.** You may use the software for commercial software hosting services, subject to the following terms:
- i. You are Fully Responsible.** You will be legally responsible for all usage of the software by your end users.
 - ii. Indemnity.** You must defend, indemnify, and hold Microsoft harmless from any

claim arising as a result of (1) your improper installation of the software; (2) any software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third-party providing services to the end user).

- iii. **No High Risk Use.** The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life-support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.
- iv. **Compliance with license requirements.** You must (1) inform the individuals who have access to the software that the software is licensed by the manufacturer, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.

4. **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, visit 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.**

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.

- 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 (or Microsoft) Update Feature. You may connect new hardware to the device where the software is installed. 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.
- 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 and to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.
- 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. This query only transfers standard Domain 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 connectivityby 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."

5. **MICROSOFT .NET FRAMEWORK 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.

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

- work around any technical limitations in the software;
- reverse engineer, decompile, or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- 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; or
- publish the software for others to copy.

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.

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

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

9. 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.

10. SUPPORT SERVICES. Contact the manufacturer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx.

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

12. 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.

13. 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.

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

This limitation applies to:

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

It also applies even if:

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

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

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by the manufacturer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for 90 days after acquired by the first user. If you receive supplements, updates, or replacement software during those 90 days, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If you transfer the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond the reasonable control of the manufacturer or Microsoft.
- D. REMEDY FOR BREACH OF WARRANTY.** The manufacturer will at its election, either (i) repair or replace the software at no charge, or (ii) accept return of the software together with the server for a refund of the amount paid, if any. The manufacturer may also repair or replace supplements, updates, and replacement software or provide a refund of the amount you paid for them, if any. Contact the manufacturer about its policy. These are your only remedies for breach of the limited warranty.
- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. WARRANTY PROCEDURES.** Contact the manufacturer to find out how to obtain warranty service for the software. For a refund, you must comply with the manufacturer's return policies.
- G. NO OTHER WARRANTIES.** The limited warranty is the only direct warranty from the manufacturer. The manufacturer and Microsoft give no other express warranties, guarantees, or conditions. Where allowed by your local laws, the manufacturer and

Microsoft exclude implied warranties of merchantability, fitness for a particular purpose, and non-infringement. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the express warranty provided by the manufacturer. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

For further information regarding this warranty and to claim expenses in relation to the warranty (if applicable), please contact the manufacturer; see the contact information provided in the system packaging.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

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