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

for this software, unless other terms accompany those items. If so, those terms apply.

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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.

AS DESCRIBED BELOW IN SECTION 5, USING THE EXPRESSION 3 DESIGN SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING SETUP.

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

1. OVERVIEW.

- Software.** The software includes development tools, software programs and documentation.
- License Model.** The software is licensed on a per user basis.

2. INSTALLATION AND USE RIGHTS.

- General.** One user may install and use copies of the software to design, develop, test and demonstrate your programs. You may not use the software on a device or server in a production environment.
- Included Microsoft Programs.**
 - Except as described in this Sections 2, these license terms apply to all Microsoft programs included with the software or the subscription. 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.
 - All Windows Embedded products, which includes the Windows CE Platform Builder programs, and services included with the software are governed by their own license terms, except that one user may install and use multiple copies.
- Pre-release and Trial software.** Your subscription may contain pre-release and trial software. The license terms included with the pre-release and trial software apply to your use of it.

- d. **Device Driver and Software Development Kits, Visual Studio Feature Packs and Patterns & Practices Releases.** The software includes components identified as software development kits ("SDK") and device driver kits ("DDK"). If other terms come with an SDK or DDK, those terms apply to your use of it. Your subscription may also contain software components classified as "Visual Studio Feature Packs" or "Patterns & Practices" that are made available to you through MSDN Subscriber Downloads. The license terms accompanying the Visual Studio Feature Packs and Patterns & Practices releases apply to your use of them.
- e. **Third Party Programs.** The software contains third party programs. The license terms with those programs apply to your use of them.
- f. **MSDN Essentials Subscription.** You have the right to use the software for as long as your MSDN Essentials Subscription is active.
- g. **Subscription Services.** In order to access or use subscription services that may be available to you, such as software downloads, technical support and product keys, your subscription must be active.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Windows Server 2003 Terminal Services, Windows Server 2003 R2 Terminal Services, Windows Server 2008 Terminal Services and Windows Server 2008 R2 Remote Desktop Services.** Up to 200 anonymous users at a time may use the Remote Desktop Services (Terminal Services) feature of the Windows Server software to access Internet demonstrations of your programs.
- b. **Windows Home Server Remote Access Features.** You are responsible for making sure that your use of Windows Home Server's remote access features complies with your broadband providers' terms of service. You may need to add services from your broadband provider to use Windows Home Server's remote access features. For example, you will need certain "ports" to be open to use these features, and some broadband providers block those ports for customers on some service plans. Also, some broadband providers' terms of service may limit or prohibit setting up and running of "servers" on their networks by some customers on some service plans. Please contact your broadband provider if you have questions about their terms of service.
- c. **Additional License Terms for Windows Operating Systems and Office System Desktop Application Software**

Font Components. While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

d. Additional License Terms for Windows 7

- i. **Electronic Programming Guide.** If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
- ii. **Related Media Information.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
- iii. **Worldwide Use of the Media Center.** Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

e. Additional License Terms for Visual Studio 2008 Products

Utilities. The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=100284>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to a total of five (5) machines at any one time. You may use these Utilities only to debug your programs you've developed with

the software. You must delete all the Utilities installed onto a machine within the earlier of (i) when you have finished debugging your program; or (ii) thirty (30) days after installation of the Utilities onto that machine.

f. Additional License Terms for Visual Studio 2010 Products

- i. Microsoft Office User Interface.** These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar, the license terms for which are available separately. To learn more about the Office user interface licensing program, please visit <http://msdn.microsoft.com/officeui>.
- ii. Utilities.** The software contains certain components that are identified in the Utilities List located at <http://go.microsoft.com/fwlink/?LinkId=165518>. Depending on the specific edition of the software, the number of Utility files you receive with the software may not be equal to the number of Utilities listed in the Utilities List. You may copy and install the Utilities you receive with the software on to other machines, and these Utilities may only be used to debug or deploy your programs and databases you've developed with the software. You must delete all the Utilities installed onto a machine within the earlier of (i) when you have finished debugging or deploying your programs; or (ii) thirty (30) days after installation of the Utilities onto that machine.
- iii. BUILDSEVER.TXT File.** If your version of the software contains a BUILDSEVER.TXT file you may install copies of the files listed in it onto your build machines, solely for the purpose of compiling and building your programs. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=165518> to use for this same purpose.

g. Additional License Terms for MSDN subscriptions. The following provisions apply to software provided with the subscription.

- i. User Testing.** Your end users may access the software to perform acceptance tests on your programs.
- ii. Desktop Application Software.** Notwithstanding the limitation in Section 2, for each license of the Visual Studio Ultimate 2010 with MSDN and Visual Studio Premium 2010 with MSDN software that you acquire, the licensed user may also install and use one copy of each of the following desktop applications on one device for production use.
 - Office Professional Plus 2010
 - Visio Premium 2010
 - Project Professional 2010

These rights are in addition to the rights that come with the desktop application.

- iii. 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.
- iv. 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.
- v. Visual Studio Load Test Virtual Users.** The Visual Studio 2010 Ultimate edition software includes capacity for two hundred fifty (250) load test virtual users for local load testing purposes only.
- vi. Windows Azure Platform Services.** For each MSDN subscription that you acquire, you may have access to Windows Azure Platform Services. Check the MSDN Subscription Web site for the amount of services provided to you based on your subscription level. The service provided is based per MSDN subscriber, and the service amounts cannot be combined from multiple MSDN subscriptions onto a single Windows Azure account. Your use of the Windows Azure Platform Services is governed by the Microsoft Online Services Agreement available through the Microsoft Online Subscription Program.

- vii. Visual Studio Team Foundation Server 2010.** For each license of Visual Studio 2010 Ultimate with MSDN, Visual Studio 2010 Premium with MSDN, Visual Studio 2010 Professional with MSDN and Visual Studio Test Professional 2010 with MSDN that you acquire, you may install and run one instance of Visual Studio 2010 Team Foundation Server on one device for production use. You may use the following additional software with the server software: Team Explorer, Team Foundation Build, Team Foundation Server SharePoint Extensions. You must acquire and assign a Team Foundation Server 2010 client access license (CAL) to each user or device that accesses instances of the server software directly or indirectly. One Team Foundation Server CAL is included for the licensed subscriber. Any user or device with the appropriate CAL may access the Team Foundation Server 2010 software.
- viii. Access Runtime Files Distributable Code.** For each license of the Visual Studio 2010 Ultimate with MSDN and Visual Studio 2010 Premium with MSDN software that you acquire, 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.
- h. 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.
- i. 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. For Visual Studio 2010 products, you may copy and distribute the object code of code listed in REDIST.TXT files, in addition to any files listed on the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=165518>. For Visual Studio 2008 products, you may copy and distribute the object code form of code listed in REDIST.TXT files, in addition to any files listed on the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=100327&clcid=0x409>.
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample" or "Code Snippet".
 - 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. If you are using Visual Studio 2008, or an earlier version such as Visual Studio 2005, 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.
 - EXTENSIBILITY KIT Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions. You may copy and distribute the source and object code form of the code marked as 'Extensibility Kit.'
 - **Expression 4 Design Software**

From Expression 4 Encoder

 - Icons. The software contains code marked as "icons". You may distribute unmodified copies of the icons.
 - Templates. The Expression software contains templates installed in "\\Program Files\Microsoft Expression\Encoder 4\Templates". You may copy, modify, deploy and distribute these templates.

From Expression Blend

 - Site Templates. The Expression software contains code marked as "site templates" that you are

permitted to use along with your content. You may copy, modify, deploy and distribute the source and object code form of these site templates.

- Fonts. You may distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font.
- Styles. You may copy, modify and distribute the object code form of code identified as "X" Styles.
- 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;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- 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 Microsoft operating systems, run-time technologies or application platforms;
- 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.

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

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, 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 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.

- Silverlight Runtime Automatic Update Feature. Silverlight contains an Automatic Update feature that is on by default. For more information about this feature, including instructions for turning it off, see <http://go.microsoft.com/fwlink/?LinkId=178857>. You may turn off this feature while Silverlight is running ("opt out"). Unless you expressly opt out of this feature, this feature will (a) connect to Microsoft or service provider computer systems over the Internet, (b) use Internet protocols to send to the appropriate systems standard computer information, such as your computer's Internet protocol address, the type of operating system, browser and name and version of Silverlight you are using, and the language code of the device where you installed Silverlight, and (c) automatically download and install, or prompt you to download and/or install, current Updates to Silverlight. In some cases, you will not receive a separate notice before this feature takes effect. By installing the software, you consent to the transmission of standard computer information and the automatic downloading and installation of Updates.
- Microsoft Digital Rights Management for Silverlight. If you use Silverlight to access content that has been protected with Microsoft Digital Rights Management (DRM), in order to let you play the content, the software may automatically request media usage rights from a rights server on the Internet and download and install available DRM Updates. For more information, see <http://go.microsoft.com/fwlink/?LinkId=178857>. 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.
- SuperPreview Pre-Release Service. The Expression 4 Web software contains an online service feature that allows you to use certain browsers hosted remotely by Microsoft to preview existing web pages; to view your newly created webpages; or, view webpages on your local intranet. SuperPreview automatically connects to the online service when it starts to authorize your use of the online service and to determine what remote browsers are available. When you preview a web page with SuperPreview a copy of your page is sent to the online service for rendering, then the online service sends back an image of how your web page looks when viewed in the browser you selected. The online service deletes the copy of your web page once the preview is complete.
- Web Content Features of Visual Studio. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software.
- Extension Manager in Visual Studio 2010. The Extension Manager can retrieve other software through the internet from the Visual Studio Gallery website. To provide this other software, the Extension Manager sends to Microsoft the name and version of the software you are using and language code of the device where you installed the software. This other software is provided by third parties to Visual Studio Gallery. It is licensed to users under terms provided by the third parties, not from Microsoft. Read the Visual Studio Gallery terms of use for more information.
- Real Simple Syndication ("RSS") Feed in Visual Studio Team System. The Visual Studio software start page contains updated content that is supplied by means of an RSS feed online from Microsoft.
- 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; and

- new versions of the player.

For more information, go to go.microsoft.com/fwlink/?Linkid=104605.

- Windows Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to <http://go.microsoft.com/fwlink/?Linkid=52646>. You may choose not to use this feature.
- Malicious Software Removal/Clean On Upgrade. Before installation of the Windows software, it will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When Windows checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while Windows 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 use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity; or

configure your firewall to always enable IPv6 connectivity

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

- Groove Software and Services. If the software includes Microsoft Office Groove ("Groove"), Groove will allow you to communicate directly with others over the Internet. If you are not on the Internet, your communications will be encrypted and sent through Microsoft servers for later delivery. You cannot disable this service.

Groove makes some information about your Groove account and computer known to your contacts. For example, if you:

- add a contact to your contact list,
- import your user account onto a new device,
- update the information in your "identity contact", or
- send a Groove workspace invitation using an URL to reference the invitation file,

information about you and your devices may be sent to your contacts. If you configure Groove to use Microsoft servers, those servers will collect information about your computer and user accounts. See the Microsoft Office Groove 2007 Privacy Statement at www.office.microsoft.com/en-us/products/FX101153391033.aspx for more information.

- Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:
 - the title and full web address or URL of the current webpage,
 - standard computer information, and
 - any content you have selected.

If you use an Accelerator provided by Microsoft, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided

by a third party, use of the information sent will be subject to the third party's privacy practices.

- **Search Suggestions Service.** In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see go.microsoft.com/fwlink/?linkid=128106.
- **Consent to Update Infrared Emitter/Receiver.** The software may contain technology to ensure proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.
- **Media Center Online Promotions.** If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:
 - certain computer information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
 - the requested content, and
 - the language code of the computer where you installed the software.

Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.

- b. **Use of Information.** Microsoft may use the computer information, accelerator information, search suggestions 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.
- c. **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.

5. INTERNET-BASED SERVICES WITH EXPRESSION 3. Microsoft provides Internet-based services with the Expression 3 software. It may change or cancel them at any time.

- a. **Consent for Expression 3 Internet-Based Services.** The Expression 3 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. **BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.** Microsoft does not use the information to identify or contact you.

- **Setup Reports.** The Setup Reports feature is only enabled for users within the United States, as the Expression software will determine by your computer's Windows locale setting. If Setup Reports is enabled, at the end of the setup process the Expression software will send over the Internet to Microsoft basic information about the setup such as the version of the software and errors encountered during setup. You will not receive a separate notice before this information is sent. Microsoft may use the information collected for statistical analysis and to improve this and other Microsoft products and services. Microsoft will not use the information to identify or contact you. For more information about this feature, if you're within the United States see <http://go.microsoft.com/fwlink/?LinkId=154496> and for all those outside the United States see <http://go.microsoft.com/fwlink/?LinkId=154495>.

6. 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.

7. **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.

8. **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,
- 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.

9. **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.**

10. **VALIDATION.**

- a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software. For more information, see go.microsoft.com/fwlink/?Linkid=104610.
- b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see go.microsoft.com/fwlink/?Linkid=104611.
- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate, and you may not be able to
- use or continue to use the software or some of the features of the software, or
- obtain certain updates or upgrades from Microsoft

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see go.microsoft.com/fwlink/?Linkid=104612.

11. 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.

12. MICROSOFT WINDOWS SOFTWARE. The software contains the Microsoft .NET Framework and Microsoft Data Access Component software. The Visual Studio components of this software also contains certain .dll's related to Microsoft Build and Web Deploy technologies. All these are part of Windows.

13. 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 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>.

14. EXCEPTIONS AND ADDITIONAL TERMS FOR WINDOWS 7, WINDOWS 7 K, WINDOWS 7 KN, AND WINDOWS 7 N:

- a. **Windows 7 and Windows 7 K.** Windows 7 and Windows 7 K both include Windows Media Player and related technologies.
- b. **Windows 7 K.**
 - i. **Third Party Software Links.** The Korean Fair Trade Commission requires that the Windows 7 K software contain links to a Media Player Center Web site and a Messenger Center Web site which has links to third party sites to enable consumers 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)
 - ii. **Additional Disclaimer of Warranties.** Microsoft provides no warranty whatsoever with respect to the third party software referred to in this Section 15.b.
- c. **Windows 7 KN.**
 - i. **Notice Regarding the Absence of Windows Media Functionality.** The Windows 7 KN software does not include Windows Media Player (as defined by the Korean Fair Trade Commission) and related technologies such as Windows Media Center, or Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or

record and playback TV broadcasts. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=147432>.

ii. The following Sections of these license terms do not apply when running Windows 7 KN:

- 3.h. Media Center Extender.
- 3.i. Electronic Programming Guide.
- 3.j. Related Media Information
- 3.k. Worldwide Use of the Media Center
- 7.a. Windows Media Digital Rights Management; Windows Media Player; Consent to Update Infrared Emitter/Receiver and Media Center Online Promotions

iii. Additional Disclaimer of Warranties. If you follow the instructions, the Windows 7 KN software will perform substantially as described in the Microsoft materials that you receive in or with the software, except to the extent such materials describe functionality related to Windows Media Player. Microsoft provides no warranty whatsoever with respect to functionality associated with Windows media functionality.

d. Windows 7 N.

i. NOTICE REGARDING THE ABSENCE OF WINDOWS MEDIA FUNCTIONALITY. The Windows 7 N software does not include Windows Media Player (as defined by the European Commission) and Windows Media Player related technologies such as Windows Media Center and Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at go.microsoft.com/fwlink/?LinkId=147431.

ii. The following Sections of these license terms do not apply when running Windows 7 KN:

- 3.h. Media Center Extender.
- 3.i. Electronic Programming Guide.
- 3.j. Related Media Information
- 3.k. Worldwide Use of the Media Center
- 7.a. Windows Media Digital Rights Management; Windows Media Player; Consent to Update Infrared Emitter/Receiver and Media Center Online Promotions

iii. Additional Disclaimer of Warranties. If you follow the instructions, the Windows 7 N software will perform substantially as described in the Microsoft materials that you receive in or with the software, except to the extent such materials relate to Windows media functionality. Microsoft provides no warranty whatsoever with respect to Windows media functionality.

15. EXCEPTIONS AND ADDITIONAL TERMS FOR WINDOWS VISTA, WINDOWS VISTA K, WINDOWS VISTA KN AND WINDOWS VISTA BUSINESS N:

- 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.

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- *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>.

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Silverlight software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

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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.

- 26. 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>.** **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.

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

For Visual Studio 2010, such support will be subject to the following clarification related to jQuery and jQuery Validation. The software may contain the jQuery javascript library and the jQuery validation javascript library, which we license to

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- Support is for the particular jQuery and jQuery Validation code that is included in the software, and only for requests from users of the software.
- We will take in customer inquiries. We will, at our option, submit bug fixes to the jQuery or jQuery Validation team on behalf of our customers.
- Support does not include feature requests. For feature requests, we will direct you to contact the jQuery or jQuery Validation team directly.
- Support does not include distribution of fixes broadly, such as via a Service Level Agreement. We may, however, provide targeted fixes to our customers on a case-by-case basis or suggest a fix so that customers can apply it at their own discretion.
- If jQuery or jQuery Validation is discontinued as an ongoing project, then our ability to support it will also need to end at that time. We may also choose to discontinue this support for any other reason.

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