

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SMALL BUSINESS SERVER 2008 STANDARD EDITION,

MICROSOFT WINDOWS SMALL BUSINESS SERVER 2008 PREMIUM EDITION

THESE LICENSE TERMS SUPERSEDE ANY OTHER LICENSE TERMS PRESENTED DURING INSTALLATION OF THE WINDOWS SMALL BUSINESS SERVER 2008 SOFTWARE.

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

As described below, using the software also operates as your consent to the transmission of standard computer information during activation, validation and for Internet-based services.

EVALUATION USE RIGHTS. When running the software without activating it, this section applies:

- You may use the software only to test, demonstrate, and internally evaluate it.
- You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.
- You have an initial 60 days to evaluate and test the software. If you wish to extend this evaluation and testing period up to 240 days, please visit <http://go.microsoft.com/fwlink/?LinkId=100902> and follow the extension instructions for the underlying Windows Server 2008 software that will allow for additional evaluation and testing of Windows Small Business Server 2008.
- Sections 1-3, 5, 11 – 19, 23, 27, and Limited Warranty do not apply. The remaining sections below apply.
- **DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- Because this software is "as is," we may not provide support services for it.
- **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

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

When you acquire the retail license of the software named above, all of the license terms below apply.

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; and
 - additional software that may only be used with the server software directly, or indirectly through other additional software.
- b. License Model. The software is licensed based on
 - the number of instances of server software that you run;
 - the number of devices and users that access instances of the server software; and
 - the server software functionality accessed.
- c. Licensing Terminology.
 - Assigning a License. To assign a license means simply to designate that license to one device or user.
 - 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.
 - Operating System Environment. An “operating system environment” is
 - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - instances of applications, if any, configured to run on the operating system instance or parts identified above.

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

 - one physical operating system environment, and
 - one or more virtual operating system environments.
 - Premium Edition Technologies. “Premium Edition technologies” include the following server software: Windows Server 2008 Standard technologies for Small Business Server Premium and SQL Server 2008 Standard Edition for Small Business.
 - 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.
 - Server. A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
 - Standard Edition Technologies. “Standard Edition technologies” include the following server software: Windows Server 2008 Standard technologies, Exchange Server 2007 Standard Edition, Windows SharePoint Services 3.0 and Windows Server Update Services 3.0 SP1.

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. If you have acquired Premium Edition, you have the option of assigning the license to another server where you may run any of the Premium Edition technologies. In this case, the license is concurrently assigned to two servers. Those are the licensed servers for that particular license.

- iii. 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. In the case where the license is concurrently assigned to two servers, that reassigned server becomes one of the two licensed servers for that license.
- b. Running Instances of the Server Software.
 - i. Standard Edition. You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.
 - ii. Premium Edition. Because Premium Edition is designed to run on one or two servers, you may separate the server software and run one instance of each of the following components in one physical or virtual operating system environment on the licensed server: Standard Edition technologies, Windows Server 2008 Standard technologies for SBS Premium and SQL Server 2008 Standard Edition for Small Business. If you assigned the license to two servers, you may run the instances on one of the licensed servers. The operating system environment in which the instance of Windows Server 2008 Standard technologies for SBS Premium runs must be joined to the Windows Small Business Server 2008 domain.
 - iii. The following exceptions apply to your use of Premium Edition technologies:
 - Windows Server 2008 Standard technologies for SBS Premium: If you elect to run the instance of this component in a virtual operating system environment, as an exception, you may run one additional instance in the physical operating system environment on the same licensed server. That additional instance does not need to be joined to the Windows Small Business Server 2008 domain and may be used only to:
 - run hardware virtualization software
 - provide hardware virtualization services
 - run software to manage and service operating system environments on the licensed server.
 - SQL Server 2008 Standard Edition for Small Business: You may run, at any one time, any number of instances of this component in one physical or virtual operating system environment. You may not run instances of the server software, separately licensed or otherwise, at the same time in another operating system environment within the same domain. The operating system environment in which instances of the server software run must be joined to the Windows Small Business Server 2008 domain.
- c. Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.
 - AD Migration Tool
 - FRS Monitoring Tools
 - Remote Desktop Connection Client
 - RSAT Client
 - SQL Business Intelligence Development Studio
 - SQL Client Tools Backward Compatibility
 - SQL Client Tools Connectivity
 - SQL Client Tools Software Development Kit
 - SQL Management Studio
 - SQL Server 2008 Books Online
 - Microsoft Sync Framework
- d. 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 and additional software.

- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server and additional 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).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs).

- i. You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
 - For SBS 2008 Standard Edition, you need a Windows Small Business Server 2008 ("SBS") CAL Suite for each device or user that accesses your instances of the server software.
 - For SBS 2008 Premium Edition, you need a SBS 2008 CAL Suite for Premium Users or Devices for each user or device that accesses your instances of SQL Server 2008 Small Business Edition. For access to your instances of any other server software, you may use either SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices.
- ii. You may assign no more than a total of seventy-five (75) CALs of any type or edition to permit access to the licensed instances of the server software.
- iii. Exceptions to CAL requirements in Section 3(a)(i):
 - You do not need SBS CALs for any user or device that accesses your instances of the Windows Server 2008 software in SBS only through the Internet without being authenticated or otherwise individually identified by such Windows Server software or through any other means; however, any user or device that accesses an individual SBS product other than the Windows Server 2008 software must have corresponding CALs for those products. For example, Exchange CALs permit access to Exchange.
 - You do not need CALs for your SBS 2008 licensed servers running server software instances of an individual SBS product to access server software instances of the same SBS product on your other SBS 2008 licensed servers.
 - You do not need CALs for any of your servers separately licensed to run Windows Server 2008, Exchange Server 2007 or SQL Server 2008 Small Business Edition to access instances of the same individual SBS product on your SBS 2008 licensed servers.
 - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
 - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- iv. Additional CAL rights as listed below.
 - Windows Server 2008 Terminal Services CALs. In addition to SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices, you need Windows Server 2008 Terminal Services CALs to access the server software to host a graphical user interface (using the Windows Server 2008 Terminal Services functionality or other technology).
 - Windows Server 2008 Rights Management Services CALs. In addition to SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices, you need Windows Server 2008 Rights Management Services CALs to access the Windows Server 2008 Rights Management Services functionality.
 - Exchange Server 2007 CALs. You may use SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices instead of Exchange Server 2007 CALs to access instances of Exchange Server 2007 Standard or Enterprise Edition in the Windows Small Business Server 2008 domain.
 - Windows Server 2008 CALs. You may use SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices instead of Windows Server 2008 CALs to access instances of Windows Server 2008 in the Windows Small Business Server 2008 domain.
 - SQL Server 2008 Small Business CALs. You may use SBS 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 Small Business CALs to access your instances of SQL Server 2008 Standard or Enterprise Edition or SQL Server 2008 Workgroup Edition in the Windows Small Business Server 2008 domain.

- v. Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
 - vi. Reassignment of CALs. You may
 - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
 - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
- b. 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.
- c. 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. 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.
- e. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- f. Included Microsoft Programs. The Microsoft Windows Small Business Server 2008 Standard Edition software contains the following Microsoft programs:
- Windows Server 2008 Standard technologies,
 - Exchange Server 2007 Standard Edition,
 - Windows SharePoint Services 3.0,
 - Windows Server Update Services 3.0 SP1
- If the software is Microsoft Windows Small Business Server 2008 Premium Edition, the software also includes:
- Windows Server 2008 Standard technologies for SBS Premium, and
 - SQL Server 2008 Standard Edition for Small Business.
- These license terms apply to your use of those programs.
- g. Included Microsoft Services. Certain Microsoft services are offered for use with this software. Your use of these services with the software is optional.
- Forefront Security for Exchange Server, 120 day trial – The terms of service apply to your use of this service. They are provided below these license terms. If you do not want to use this service, you may uninstall it.
 - Windows Live OneCare for Server, 120 day trial – This service may be included with the server software. Where included, it will run in partial operational mode upon installation of the software. The service will only run in full operational mode after you sign up for the service and accept the separate service agreement. The terms of use that come with this service apply to your use of it. You may not use the service or the software unless you sign up for the service and accept the service agreement. The service will not try to auto-update scan engines until you complete such sign up. If you do not want to use this service, you may uninstall it.
 - Microsoft Office Live Small Business – This service may be offered with the server software. Where offered, the terms of service that come with this service apply to your use of it. You may not use the service unless you sign up for the service and accept the separate service agreement.

4. **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 <http://www.microsoft.com/piracy/mpa.aspx>. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Unless the software is activated, you have no right to use the software after the time permitted for activation. This is to prevent its unlicensed use. You are not permitted to bypass or circumvent activation. 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.
5. **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 <http://go.microsoft.com/fwlink/?LinkId=117999>.
 - b. The software may 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. These updates and downloads may be delivered to you through the Windows Update service (if you use the service) or through other means. During or after a validation check, the software may send information about the software, the device 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 device. 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 <http://go.microsoft.com/fwlink/?LinkId=96551>.
 - c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a nongenuine 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 productand 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 <http://go.microsoft.com/fwlink/?LinkId=96552>.
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
 - other software on your computer ceasing to work, or

- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

7. **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, go to <http://go.microsoft.com/fwlink/?linkid=34493>. 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.

- **Windows Update Feature.** You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.
- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. 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 run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to www.go.microsoft.com/fwlink/?LinkId=51331.

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software 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 <http://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.
 - Microsoft Error Reporting Service. This feature helps Microsoft and Windows partners diagnose problems in the software and provide solutions. Not all problems will have a solution but when a solution is available, it will be offered as a step to solve a problem you have reported or as an update to install. To help prevent problems and make the software more reliable, some solutions are also included in service packs and future versions of the software.
 - IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client 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 your 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".
- b. Use of Information. Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- 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.
8. DATA STORAGE TECHNOLOGY. The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
9. 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 <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>.
10. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - use the Windows Server software files and components within another operating system or application running on another operating system.
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that server or device.

11. **ALTERNATIVE VERSIONS.** The software may include more than one version of the media, such as 32-bit and 64-bit, or earlier versions or editions of Microsoft programs. You may use only one version and edition for each license you acquire unless the software's license terms permit more.
12. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
13. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
14. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
15. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
16. **UPGRADE.** If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may use the earlier version only as permitted in the Downgrade clause below. You may not use the earlier version and this software at the same time.
17. **DOWNGRADE.** Instead of creating, storing, and using the software, for each permitted instance you may create, store, and use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.
18. **PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.
19. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
20. **NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.** This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.
21. **NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NONCOMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.
22. **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.
23. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

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