MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SMALL BUSINESS SERVER 2011 ESSENTIALS

These license terms are an agreement between you and

- the server manufacturer that distributes the software with the server; or

- the software installer that distributes the software with the server.

Please read them. They apply to the software named above, which includes the media on which you received it, if any. Printed paper license terms, which may come with the software, take place of any on-screen license terms. 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 or installer, licenses those to you.

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

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; 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 users that access instances of 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.

    - **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 which 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 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 Hyper -V 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:

    (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.

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. If you run the software on a hardware partition, that partition is the server to which the license must be assigned. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.

   b. **Running Instances of the Server Software.** You may run, at any one time, one instance of the server software in one physical operating system environment or one instance in one virtual operating system environment on the licensed server.   You must run the server software within a domain where the Small Business Server's Active Directory is configured:

      - as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);

      - as the root of the domain forest;

      - not to be a child domain, and

      - to have no trust relationships with any other domains.

   c. **Using the Server Software**.   You may install and use one copy of the server software on a licensed server.   You may use up to 25 accounts. Each account permits a named user to access and use the server software on that server.

   d. **Windows Small Business Server Connector.** You may install and use the Windows Small Business Server Connector software on no more than 25 client devices at any one time. Each client device on which you install this software must be on the same local area network as your server software. You may use this software only with the server software.

   e. **Windows Small Business Server Computer Restore.** You may install and use the Windows Small Business Server Computer Restore software on each client device on which you have previously installed the Windows Small Business Server Connector software. You may only restore the backup image to the same client device from which the backup was created. You may use this

software only with the server software.

f. **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.

- FRS Monitoring Tools

- Remote Desktop Connection Client

- RSAT Client

- Server Migration Tool

Other tools may be included, but are not licensed for use with this server software.

g. **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 software 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).

h. **Included Microsoft Programs.** The software contains other Microsoft programs. In some cases, those programs and the license terms that apply to your use of them are addressed specifically in these license terms. For all other included Microsoft programs, the license terms with those programs govern your use.

i. **Included Microsoft Services**. There are no Microsoft services included with this server software. You may choose to sign up for services separately. The terms of use or service agreement that come with the service apply to your use.

3. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

a. **Client Access License (CAL) for Windows Server 2008 R2 Rights Management Services Access.** You must acquire a Windows Server 2008 Rights Management Services CAL for each user account through which a user directly or indirectly accesses the Windows Server 2008 R2 Rights Management Services functionality.

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,

- 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. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.

e. **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.

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

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 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. The software will from time to time validate the software, update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see go.microsoft.com/fwlink/?linkid=39157.

b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, 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 a validation check, see go.microsoft.com/fwlink/?linkid=69500.

c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may

- need to reactivate the software, or

- receive reminders to obtain a properly licensed copy of the software,

  or you may not be able to use or continue to use 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=69502.

e. **Active Directory.**   30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured so that the server software is within a domain that is:

- the domain controller (a single server which contains all the flexible single master operations (FSMO) roles),

- the root of the domain forest,

- not a child domain, and

- has no trust relationships with any other domains.

If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Small Business Server Dashboard.

- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;

- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

- Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

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 go.microsoft.com/fwlink/?linkid=153767. **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.

   - Plug and Play Extensions. You may connect new hardware to your device, either directly or over a network. 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. An administrator can disable 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. 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. 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.microsoft.com/windows/windowsmedia/player/11/privacy.aspx.

- Malicious Software Removal. During setup, if you select "Get important updates for installation", the software may check and remove certain malware from your device. "Malware" is malicious software. If the software runs, it will remove the Malware listed and updated at www.support.microsoft.com/?kbid=890830. During a Malware check, a report will be sent to Microsoft with specific information about Malware detected, errors, and other information about your device. This information is used to improve the software and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software's reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830. For more information, read the Windows Malicious Software Removal Tool privacy statement at go.microsoft.com/fwlink/?LinkId=113995.

- Network Awareness. 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 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 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".

- <u>Windows Rights Management Services</u>. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. For more information, go to www.microsoft.com/rms. You may choose not to use this feature.

- <u>Accelerators</u>. When you use click on or move your mouse over an Accelerator, the title and full web address or URL of the current webpage, as well as standard computer information, and any content you have selected, might be sent to the service provider. If you use an Accelerator provided by Microsoft, the information sent is subject to the Microsoft Online Privacy Statement, which 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.

- <u>Search Suggestions Service</u>. When you type a search query in Internet Explorer by using the Instant Search box or by typing 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 it. In addition, when you press Enter or click the Search button, all the text that is in the search box or Address bar is sent to the search provider. If you use a Microsoft search provider, the information you send is subject to the Microsoft Online Privacy Statement, which 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 in Internet Explorer by using Manage Add-ons under the Tools button. For more information about the search suggestions service, see go.microsoft.com/fwlink/?linkid=128106.

- <u>Windows Error Reporting</u>. This is an optional feature and you can choose to use it. Once this feature is turned on, this software automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well. Microsoft does not use this information to identify you or contact you. For more information about Error Reports, see go.microsoft.com/fwlink/?LinkId=31490.

b. **Use of Information.** Microsoft may use the computer information, Accelerator information, search suggestions information, and Malware reports to improve its software and services. Microsoft 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 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.

10. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer or installer 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 <u>the software documentation</u>. 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;

    - 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 device.

11. **REMOTE WEB ACCESS FEATURES.** You are responsible for making sure that your use of remote web access features complies with your broadband providers' terms of service. You may need to add services from your broadband provider to use Remote Web 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.

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. **GENUINE PROOF OF LICENSE.** If you acquired the software on the server, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software.   To be valid, this label must be affixed to the server or appear on the manufacturer's or installer's software packaging.   If you receive the label separately, it is invalid. You should keep the label on the server or packaging to prove that you are licensed to use the software.   To identify genuine Microsoft software, see www.howtotell.com.

16. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the licensed server, the Certificate of Authenticity label, 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. You may not retain any copies or "instances of the software unless you also retain another license for the software.

17. **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.

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

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

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

19. **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.

20. **SUPPORT SERVICES.** Contact the manufacturer or installer for support options. Refer to the support number provided with the software.

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

22. **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/region, the laws of that country/region apply.

23. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country/region. 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/region if the laws of your state or country/region do not permit it to do so.

24. **LIMITATION ON AND EXCLUSION OF DAMAGES. Except for any refund the manufacturer or installer may provide, 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

- the manufacturer or installer 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/region may not allow the exclusion or limitation of incidental, consequential or other damages.

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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.

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 installer, or Microsoft.

D. REMEDY FOR BREACH OF WARRANTY. The manufacturer or installer 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 shown on your receipt for the software and the server.   The manufacturer or installer 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 or installer 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 or installer to find out how to obtain warranty service for the software.   For a refund, you must provide a copy of your receipt, the original Certificate of Authenticity label (if any) must be on the server or the software packaging, and you must comply with the manufacturer's or installer's return policies.

G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from the manufacturer or installer, or Microsoft.   The manufacturer or installer and Microsoft give no other express warranties, guarantees or conditions.   Where allowed by your local laws, the manufacturer or installer 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.

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 which vary from state to state. You may also have other rights which vary from country/region to country/region.

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