MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS VISTA BUSINESS

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 certain computer information during activation, validation and for Internet-based services.

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

1. **OVERVIEW.**

   a. **Software.**   The software includes desktop operating system software.   This software does not include Windows Live services.   Windows Live is a service available from Microsoft under a separate agreement.

   b. **License Model.**   The software is licensed on a per copy per device basis.

2. **INSTALLATION AND USE RIGHTS.**   Before you use the software under a license, you must assign that license to one device (physical hardware system).   That device is the "licensed device."   A hardware partition or blade is considered to be a separate device.

   a. **Licensed Device.**   You may install one copy of the software on the licensed device. You may use the software on up to two processors on that device at one time.   Except as provided in the Storage and Network Use sections below, you may not use the software on any other device.

   b. **Number of Users.**   Except as provided in the Device Connections and Other Access Technologies sections below, only one user may use the software at a time.

   c. **Alternative Versions.**   The software may include more than one version, such as 32-bit and 64-bit.   You may use only one version at one time.

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

   a. **Storage.**   You may store one copy of the software on a storage device, such as a network server.   You may use that copy to install the software on any other device to which a license has been assigned.

   b. **Network Use.**   Instead of installing the software on the licensed device, you may install one copy on a storage device, such as a network server.   You may use that copy only to run the software on your licensed device over an internal network.

   c. **Device Connections.**   You may allow up to 10 other devices to access the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services.

   d. **Remote Access Technologies.**   You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.

      · Remote Desktop.   The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies.   A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.   Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.

      · Other Access Technologies.   You may use Remote Assistance or similar technologies to share an active session.

   e. **Other Remote Uses.**   You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

   f. **Use with Virtualization Technologies.**   You may use the software installed on the licensed device 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.

   g. **Multiplexing.**   Hardware or software you use to

      · pool connections, or

      · reduce the number of devices or users that directly access or use the software

      (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.

   h. **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.

i. **Icons, images and sounds.**   While the software is running, you may use but not share its icons, images, sounds, and media.

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://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.**

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 http://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 http://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 http://go.microsoft.com/fwlink/?linkid=69502.

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 and in the Windows Vista Privacy Statement 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 Windows Vista Privacy Statement at http://go.microsoft.com/fwlink/?linkid=20615.   **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 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 install 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.   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 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;

    · 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 http://go.microsoft.com/fwlink/?linkid=44073.

· 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.

· IPv6 Network Address Translation (NAT) Traversal service (Teredo).   This 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 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. **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 http://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 components of the software to run applications not running on the software;

- 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.

9. **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.

10. **BACKUP COPY.**   You may make one backup copy of the media.   You may use it only to reinstall the software.

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

12. **NOT FOR RESALE SOFTWARE.**   You may not sell software marked as "NFR" or "Not for Resale."

13. **UPGRADES.**   To use upgrade software, you must first be licensed for the software that is eligible for the upgrade.   Upon upgrade, this agreement takes the place of the agreement for the software you upgraded from.   After you upgrade, you may no longer use the software you upgraded from.

14. **PROOF OF LICENSE.**

    a. **Genuine 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.

    b. **Windows Anytime Upgrade License.**   If you upgrade the software using Windows Anytime Upgrade, your proof of license is identified by

      · the genuine Microsoft proof of license label for the software you upgraded from,

      · a digital license stored in the digital locker at Windows Marketplace, and

      · proof of purchase from a Windows Anytime Upgrade merchant that identifies the software.

    c. To identify genuine Microsoft software, see http://www.howtotell.com.

15. **REASSIGN TO ANOTHER DEVICE.**

    a. **Software Other than Windows Anytime Upgrade.**   You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.

    b. **Windows Anytime Upgrade Software.**   The first user of the software may reassign the license to another device one time, but only if the license terms of the software you upgraded from allows reassignment.

16. **TRANSFER TO A THIRD PARTY.**

    a. **Software Other Than Windows Anytime Upgrade.**   The first user of the software may make a one time transfer of the software, and this agreement, directly to a third party.   The first user must uninstall the software before transferring it separately from the device.   The first user may not retain any copies.

b. **Windows Anytime Upgrade Software.**   You may transfer the software directly to a third party only with the licensed device.   You may not keep any copies of the software or any earlier version.

c. **Other Requirements.**   Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.   The transfer must include the proof of license.

17. **NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.**   This software includes MPEG-4 visual decoding technology.   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; http://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; http://www.mpegla.com.

19. **THIRD PARTY PROGRAMS.**   The software contains third party programs.   The license terms with those programs apply to your use of them.

20. **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 http://www.microsoft.com/exporting.

21. **SUPPORT SERVICES.**   Microsoft provides support services for the software as described at http://www.support.microsoft.com/common/international.aspx.   If you are using software that is not properly licensed, you will not be entitled to receive support services.

22. **ENTIRE AGREEMENT.**   This agreement (including the warranty below), additional terms 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.

23. **APPLICABLE LAW.**

a. **United States.**   If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it,

regardless of conflict of laws principles.   The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. **Outside the United States.**   If you acquired the software in any other country, the laws of that country apply.

24. **LEGAL EFFECT.**   This agreement describes certain legal rights.   You may have other rights under the laws of your state or country.   You may also have rights with respect to the party from whom you acquired the software.   This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

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

This limitation applies to

· anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

· claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

· repair, replacement or a refund for the software does not fully compensate you for any losses; or

· Microsoft knew or should have known about the possibility of the damages.

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

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LIMITED WARRANTY

A. **LIMITED WARRANTY.**   If you follow the instructions and the software is properly licensed, 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 one year after acquired by the first user.   If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.**   If the first user transfers the software, the remainder of the warranty will apply to the recipient.

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

C. **EXCLUSIONS FROM WARRANTY.**   This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

D. **REMEDY FOR BREACH OF WARRANTY.   Microsoft will repair or replace the software at no charge.   If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software.   It will also repair or replace supplements, updates and replacement software at no charge.   If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any.   You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.**

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

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

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

      · (800) MICROSOFT;

      · Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or

      · visit http://www.microsoft.com/info/nareturns.htm.

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

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or

- the Microsoft affiliate serving your country (see http://www.microsoft.com/worldwide).

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

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

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 to country.

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