

## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

### MICROSOFT WINDOWS XP PROFESSIONAL EDITION SERVICE PACK 2

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**1.1 Installation and use.** You may install, use, access, display and run one copy of the Software on a single computer, such as a workstation, terminal or other device (“Workstation Computer”). The Software may not be used by more than two (2) processors at any one time on any single Workstation Computer.

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**1.3 Device Connections.** You may permit a maximum of ten (10) computers or other electronic devices (each a “Device”) to connect to the Workstation Computer to utilize one or more of the following services of the Software: File Services, Print Services, Internet Information Services, Internet Connection Sharing and telephony services. The ten connection maximum includes any indirect connections made through “multiplexing” or other software or hardware which pools or aggregates connections. This ten connection maximum does not apply to other uses of the Software, such as synchronizing data between a Device and the Workstation Computer, provided only one user uses, accesses, displays or runs the Software at any one time. This Section 1.3 does not grant you rights to access a Workstation Computer Session from any Device. A “Session” means any use of the Software that enables functionality similar to that available to an end user who is interacting with the Workstation Computer through any combination of input, output and display peripherals.

**1.4 Remote Desktop/Remote Assistance/NetMeeting.** The Software contains Remote Desktop, Remote Assistance, and NetMeeting technologies that enable

the Software or applications installed on the Workstation Computer (sometimes referred to as a host device) to be accessed remotely from other Devices. You may use the Software's Remote Desktop feature (or other software which provides similar functionality for a similar purpose) to access a Workstation Computer Session from any Device provided you acquire a separate Software license for that Device. As an exception to this rule, the person who is the single primary user of the Workstation Computer may access a Workstation Computer Session from any Device without acquiring an additional Software license for that Device. When you are using Remote Assistance or NetMeeting (or other software which provides similar functionality for a similar purpose) you may share a Session with other users without any limit on the number of Device connections and without acquiring additional licenses for the Software. For Microsoft and non-Microsoft applications, you should consult the license agreement accompanying the applicable software or contact the applicable licensor to determine whether use of the software with Remote Desktop, Remote Assistance, or NetMeeting is permitted without an additional license.

**1.5 Storage/Network Use.** You may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on your other Workstation Computers over an internal network; however, you must acquire and dedicate an additional license for each separate Workstation Computer on or from which the Software is installed, used, accessed, displayed or run. Except as otherwise permitted by the NetMeeting and Remote Assistance features described above, *a license for the Software may not be shared or used concurrently on different Workstation Computers.*

**2. AUTOMATIC INTERNET-BASED SERVICES.** The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not obtain personal information through any of these features. For more information about these features, please see your Software documentation, the Microsoft online support site, or the privacy statement at <http://go.microsoft.com/fwlink/?LinkId=25243>.

**2.1 Windows Update Features.** If you connect hardware to your Workstation Computer, it may not have the drivers needed to communicate with that hardware. The Software's update feature can obtain the correct drivers from Microsoft and install them on your device. You can switch this update feature off.

**2.2 Web Content Features.** Under the Software's default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Workstation Computer to the Microsoft computer system so that the content can be viewed properly from your Workstation Computer. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.

**2.3 Digital Certificates.** The Software uses digital certificates based on the x.509 standard. 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.

**2.4 Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

**2.5 Windows Media Player.** Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Workstation Computer does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).

**2.6 Windows Media Digital Rights Management.** Content providers are using the digital rights management technology for Windows Media contained in this Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your Workstation Computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your Workstation Computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your Workstation Computer.

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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 regarding this notice, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; Telephone 303 331.1880; FAX 303 331.1879; <<http://www.mpegla.com>>.

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**14. SOFTWARE TRANSFER. *Internal.*** You may move the Software to a different Workstation Computer. After the transfer, you must completely remove the Software from the former Workstation Computer. ***Transfer to Third Party.*** The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. This transfer must include the Software and the Proof of License label. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.

**15. TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software and all of its component parts.

**16. NOTICE REGARDING SECURITY.** To help protect against breaches of security and malicious software, periodically back up your data and system information, use security features such as firewalls, and install and use security updates.

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Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>.

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