

END-USER LICENSE AGREEMENT

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This EULA supersedes any electronic EULA which may be contained within the Product. If any of the terms of any electronic EULA in the Product conflict with the terms of this EULA, the terms of this EULA shall control.

The Product may contain the following software:

- “Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);
 - “Client Software” allows an electronic device (“Device”) to access or utilize the Server Software.
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 - b. **Server Software.** You may install and run any number of copies of the Server Software on a single Server. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively “Tools”) solely for internal use in conjunction with your Server Software.
 - c. **Client Software.** You may install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being used only in conjunction with the Server Software.
 - d. **SQL Server 2000 Device Access.** Any number of Devices may use or access the services of a Server running the Server Software so long as you have acquired a valid Server Software license for each of your Server’s processors as set forth above.

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 - A. to distribute the Redistributable Code in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Product (“Application”);
 - B. not to use Microsoft’s name, logo, or trademarks to market the Application;
 - C. to include a valid copyright notice in your name on the Application;
 - D. to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Application; and
 - E. to otherwise comply with the terms of this EULA.

You also agree not to permit further distribution of the Redistributable Code by your end users except you may permit further redistribution of the Redistributable Code by your distributors if they only distribute the Redistributable Code in conjunction with, and as part of, the Application and you and your distributors comply with all other terms of this EULA.
 - ii. **Additional Requirements for MSDE.** If you choose to redistribute MSDE, you also agree:
 - A. that your Application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and
 - B. that unless your Application requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general-purpose word processing, spreadsheet, or database management software product, or an integrated work or product suite whose components include a general-purpose word processing, spreadsheet, or database management software product, except for the exclusive use of importing data to the various formats supported by Microsoft Access. **Note:** A product that includes limited word processing, spreadsheet, or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a “general-purpose” product.
- f. **Reservation of Rights.** Microsoft reserves all rights not expressly granted to you in this EULA.
- g. **Benchmark Testing.** You may not disclose the results of any benchmark test of either the Server Software or Client Software to any third party without Microsoft’s prior written approval.
- h. **Downgrades.** Instead of installing and using the Server Software, you may install and use one copy of an earlier version of the Server Software on a single Server, provided that you completely remove such earlier version and install the original Server Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the original Server Software.
2. **INSTALLATION OF SERVER SOFTWARE ON PASSIVE FAIL-OVER SERVER.** If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support (the “Passive Server”) so long as the number of processors on the Passive Server does not exceed the number of processors on your primary active Server.
3. **NO RENTAL/NO COMMERCIAL HOSTING.** You may not rent, lease, lend, or provide commercial hosting services with the Product.
4. **UPGRADES.** To use a Product identified as an upgrade, you must first be licensed for the product identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.
- Upgrades for a component of Microsoft BackOffice Server or Microsoft BackOffice Small Business Server.** When you install the Server Software, the Server Software replaces the server software component of Microsoft BackOffice Server or Microsoft BackOffice Small Business Server being upgraded, and you may use the Server Software in accordance with the terms of this EULA. The remaining components of BackOffice Server or BackOffice Small Business Server may only be used in accordance with the terms of the end-user license agreement that accompanied the original product suite.
5. **ADDITIONAL SOFTWARE/COMPONENT LICENSES.** This EULA applies to updates or supplements to the original Product provided by Microsoft, unless we provide other terms along with the update or supplement. The Product may contain certain components (each, a “Component”) that included a separate end-user license agreement (a “Component Agreement”). The terms of any Component Agreement are herein incorporated by reference to this EULA; in the event of any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.
6. **TRANSFER—Internal.** You may move the Server Software to a different Server. **Transfer to Third Party.** The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and, if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms.
7. **LIMITATION ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
8. **TERMINATION.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

9. **CONSENT TO USE OF DATA.** You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Microsoft agrees not to use this information in a form that personally identifies you.
10. **NOT FOR RESALE SOFTWARE.** Product identified as “Not for Resale” or “NFR” may not be resold, transferred, or used for any purpose other than demonstration, test, or evaluation.
11. **ACADEMIC EDITION SOFTWARE.** To use Product identified as “Academic Edition” or “AE,” you must be a “Qualified Educational User.” For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
12. **EXPORT RESTRICTIONS.** You acknowledge that Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

13. LIMITED WARRANTY.

Microsoft warrants that the Product will perform substantially in accordance with the accompanying materials for a period of ninety days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90)-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Product, including, without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety-day Limited Warranty period are not covered by any warranty or condition, express, implied, or statutory.

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18. **APPLICABLE LAW.** If you acquired this Product in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Product was acquired outside the United States, then local law may apply.
19. **ENTIRE AGREEMENT.** This EULA, including any addendum or amendment to this EULA which is included with the Product, are the entire agreement between you and Microsoft relating to the Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.
20. The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. **The Product is licensed, not sold.**

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