MSDNAA-EULA

MASTER END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALL1NG, COPYING, OR OTHERW1SE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND. In addition, by installing, copying, or otherwise using subscription updates that you receive as part of the Product ("UPDATES"), you agree to be bound by the additional license terms that accompany such UPDATES. If you do not agree to the additional license terms that accompany such UPDATES, you may not install, copy, or use such UPDATES.

The Product is licensed through MSDN, the Microsoft Developer Network Subscription Program ("MSDN Subscription Program").

1. Applicability of License. Depending on the subscription level you have chosen, the Product may consist of product documentation, sample applications, books and periodicals, tools and utilities, miscellaneous technical information, operating systems, development toolkits, server applications, and development tools (each, a "COMPONENT," and collectively "COMPONENTS," of the Product); the Product may include groups of COMPONENTS identified as any one or more of the following:

Library, Platforms, Server Products, Applications, and Developer Tools. This EULA defines your rights to the COMPONENTS you have elected to receive as part of your subscription to the MSDN Subscription Program.

2. General Grant of License. In general, for each license you have acquired for the Product, one individual is authorized to use the Product according to the terms of this EULA. Unless expressly stated otherwise, the Product may not be separated for use by more than the one individual authorized to use the Product. A single Subscription through the MSDN Subscription Program may have multiple licenses to use the Product associated with that subscription; nonetheless, each license must be dedicated to use of the Product by one individual. Specifically:

a. If you are an individual, Microsoft grants to you as an individual a personal,

Nonexclusive license to make and use copies of the Product in accordance with the terms of this EULA, provided that you are the only individual using the Product.

b. If you are an entity, Microsoft grants to you the right to designate one individual within your organization to have the sole right to make and use copies of the Product in accordance with the terms of this EULA.

c. If you are an entity and have acquired this EULA as part of a Microsoft Open License Pack, Microsoft grants to you the right to designate one individual per license (i.e., on a one-for-one basis) within your organization to have the sole right under each such license to make and use copies of the Product in accordance with

The terms of this EULA.

3. Effect of Licenses contained in COMPONENTS. COMPONENTS that you receive as part of the Product may have their own licenses (each, a "Component! Agreement"). In the event of inconsistencies between this

EULA and any Component Agreement, the terms of the Component! Agreement shall control except in the following instances:

a. For all of the Product, **Section 4** of this EULA shall control; and

b. For all COMPONENTS included in Server Products, (including but not limited to, Windows NT Server and Windows 2000 Server) and Platforms, all provisions of this EULA shall control.

4. Additional Rights and Limitations— General.

4.1 **Limitation On Reverse Engineering, Decompilation, 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.

4.2 **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.

4.3 **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.

4.4 **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.

4.5 **Academia Edition Software.** To use Product identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please canted the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA. 98052-6399 or the Microsoft subsidiary serving your country.

4.6 **Export Restrictions.** You acknowledge that the Product is subject to U.S. export jurisdiction. 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**

4.7 **Software Transfer** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the Product (including all COMPONENTS, UPDATES, the media and printed materials, any upgrades, and this EULA), you provide Microsoft notice of your name, company, and address and the name, company, and address of the person to whom you are transferring the rights granted herein, and the recipient agrees to the terms of this EULA. If the Product is an upgrade, any transfer must include all prior versions of the Product. If the Product is received as part of a subscription, any transfer must ¡include all prior deliverables of Product and all other subscription deliverables.

4.8 **Separation of COMPONENTS.** The Product is licensed as a single product. Its COMPONENT parts may not be separated for use by more than one user (or for use on more than one computer for Server Software).

4.9 **Production Use.** The Product may only be used for development purposes as described in this EULA and may not be used in a production environment; unless such use is allowed under the terms of the Component Agreement delivered with the respective COMPONENT and is not superseded by Section 3 of this EULA.

4.10 **Pre-release Code.** Portions of the Product may be identified as pre-release code ("Pre-release Code"). Such Pre-release Code is not at the level of performance and compatibility of the final, generally available product offering. The Pre-release Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Pre-release Code commercially available. The grant of license to use Pre-release Code expires upon availability of a commercial release of the Pre-release Code from Microsoft.

4.11 **Update License Terms.** All UPDATES shall be considered part of the Product and subject to the terms and conditions of this EULA. Additional license terms may accompany UPDATES (as defined in the first paragraph of this EULA). By installing, copying, or otherwise using any UPDATE, you agree to be bound by the terms accompanying each such UPDATE. If you do not agree to the additional license terms accompanying such UPDATES, do not install, copy, or otherwise use such UPDATES.

4.12 **Testing.** "Testing" as defined in this EULA does NOT include staging in a production environment such as loading content on a staging server prior to production use.

5. Licenses Applicable to Library, Platforms, Applications and Developer Tools collectively the "Desktop Test Platforms".

5.1 **General.** Microsoft grants you, a personal, nonexclusive license to make and use up to 10 copies of each of the software programs contained in the COMPONENTS included in the MSDN Subscription Program described in the heading to this subsection (collectively, the "Desktop Test Platforms") for the sole purposes Of designing, developing, testing and demonstrating your software product(s). With respect to those COMPONENTS designated as Applications, Microsoft grants you, as an individual, a personal, nonexclusive license to use such Applications for business purposes, provided that such business purposes relate specifically to your design, development, testing and demonstration of your software product(s). In addition, solely with respect to the Microsoft Office COMPONENT, Microsoft further grants you, as an individual], a personal, nonexclusive license to make, use, and install one additional copy of Microsoft Office on a single computer for general business purposes provided that you are the only individual using such copy of Microsoft Office.

Exceptions to subsection 5.1: (i) the foregoing license grant does not apply to the copy of Windows NT Server or Windows 2000 Server product provided with Platforms as use of Windows NT Server and Windows 2000 Server products is governed by the terms of Sections 6 and 7.10 below; and (ii) certain COMPONENTS Of Platforms may include software programs that limit the number of copies that can be made for use by you to less than the 10 copies authorized above.

5.2 **MSDN Library—Additional Rights and Restrictions.**

a. Documentation. For the Library, Microsoft grants you a worldwide, nonexclusive, non-transferable, royalty-free right to make, use, and install an unlimited number of copies of the Library solely for internal use by an unlimited number of end users so long as: (i) such end users are persons who are generally granted access to your internal network; (ii) such copies shall be used only for internal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

b. Sample Code included in Library (collectively, "Library Sample Code"),

Provided that you comply with the terms of **Section 8.1,** Microsoft grants you the following nonexclusive, royalty-free rights: (a) to use and modify the source code version of, and reproduce and distribute the object code version of, those portions of the Library Sample Code identified as sample code within the documentation and/or in the "sample code" directory (exclusive of .dll files); and (b) to reproduce and distribute the object code version of the .dll files included as part of the Library Sample Code, solely in conjunction with a software product developed by you that adds primary and significant functionality to the Library Sample Code.

6. Microsoft Windows NT Workstation and Windows 2000 Professional In addition to the restrictions described in the Component Agreement that accompanies Windows NT Workstation and the Component Agreement that accompanies Windows 2000 Professional, the following restrictions also apply with respect to NT Workstation and Windows 2000 Professional: Each copy of these COMPONENTS may be used by no

more than two (2) processors of each computer on which such copy is installed. You may use the Product as interactive workstation software on each computer on which the Product is installed (a "Workstation Computer"), but not as server software.

7. Licenses Applicable to Server Products. In general, the COMPONENTS of Server Products may only be used by you for purposes of designing, developing, testing and demonstrating your software products; such COMPONENTS may not be used for production use or deployed for any other purposes. Specifically, Microsoft grants you the following rights to the COMPONENTS included ¡n the Server Products portion of the MSDN Subscription Program:

7.1 **General Use and Installation.** Server Products 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.

Server Software. You may make, use, and install the Server Software on any number of Servers solely in accordance with **Section 2,** and the components of the Server Software may only be installed and used on one and the same Server. The media on which the Server Software resides may contain several versions of the Server Software and the Connector Software (applicable to Microsoft Exchange

Server only), each of which is compatible with different microprocessor architecture (such as the x86 architecture or various RISC architectures). These multiple-architecture versions may be ¡installed and used on different Servers solely for use by licensed end user ¡n accordance with **Section 2.** The Server Software

May not be used as the software on the server that supports your development of software product(s) (e.g., as a repository for source code.)Client **Software.** You may make, use, and install the Client Software on any number of Devices solely for purposes of designing, developing, testing and demonstrating software products Created by you to operate with the Server Software.

7.2 **Other Rights and Limitations on Use of Server Products—General.**

Performance or 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 prior written approval.

7.3 **Microsoft Windows for Workgroups or Windows 95 Software.** The CD-ROM on which Windows NT Server resides may contain a copy of Windows for Workgroups or Windows 95 software. Note that ¡n order to install or use this software, you must acquire a separate license for Windows for Workgroups or Windows 95.

7.4 **Microsoft SNA Server. (FOR BACKOFFICE SERVER VERSIÓN 4.5 ONLY)**

a. The 3270 and 5250 terminal emulation applets and the ODBC/DRDA driver provided with SNA Server are licensed for use only by one user per licensed copy of SNA Server. The applets may only be used to access or otherwise utilize the services of Microsoft SNA Server.

b. With respect to the SNA Server Development Software, Microsoft grants you the following nonexclusive, royalty-free right to install and use copies of the OLE DB Data Provider for AS/400 and VSAM, OLE DB Provider for DB2, ODBC Driver for DB2, and/or the COM Transaction Integrator for CICS and IMS and/or the Software Development Kit, if included, solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft SNA Server ("SNA Server Application[s]"). Portions of the SNA Server component of BackOffice Server Version 4.5 are also designated as "Redistributable Code." The text file named REDIS.TXT in the SNA Server portion of BackOffice Server Version 4.5 contains a list of such files, as well as the distribution rights associated with the SNA Server Redistributable Code.

c. You may use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, testing and demonstrating your SNA Server Application(s). You may also reproduce and distribute the Sample Code, along with any modifications you make thereto, provided that you comply with the Distribution Terms described in the SNA Server REDIST.TXT file. For purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code.

7.5 Microsoft Exchange Server (FOR BACKOFFICE SERVER VERSIÓN 4.5 ONLY).

a. Microsoft Exchange Server also includes the Source Extractor, Administrator, and Microsoft Mail Connector software. The Source Extractor, Administrator, and Microsoft Mail Connector programs contain components that may be installed on additional computers (¡.e., other than the Server on which the Server Software Resides). Microsoft grants to you the additional right to modify the source code version of the Source Extractor programs. The Source Extractor may only be used to migrate data to Microsoft Exchange Server.

b. Sample Applications. Provided that you comply with the terms of **Section 8.1,** Microsoft grants you the nonexclusive, royalty-free right to use and modify the source code version of the Sample Applications and to reproduce and distribute the object code versions of such modifications ¡n conjunction with your application that utilizes the services of Microsoft Exchange Server.

c. Outlook Web Access Software ("OWA Software"). Microsoft grants you the nonexclusive, royalty-free right to use, customize, reproduce, and distribute the OWA Software, provided that (a) you comply with the terms of **Section 8.1;** and (b) you include an end-user license agreement with the OWA Software that grants a limited license to use the OWA Software and otherwise protects Microsoft and its suppliers' intellectual property rights in the OWA Software.

7.6 Microsoft SQL Server.

Microsoft grants you the nonexclusive, royalty-free right to use, reproduce and distribute the Microsoft SOL Server Desktop Engine ("MSDE") and the files listed in the REDI ST.TXT file (collectively, the "Redistributable Code"), provided that you comply with the Distribution Terms listed in the REDIST.TXT file. If you choose to Redistribute MSDE, you also agree: (i) that your application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, complete with same; and (ii) 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 management 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.

7.7 **Site Server Software Development Kits ("Site Server SDK Software") (FOR BACKOFFICE SERVER VERSIÓN 4.5 ONLY).**

Microsoft grants you the nonexclusive, royalty-free right to install and use copies of the Site Server SDK Software component of the BackOffice Server Version 4.5 solely for the purpose of designing, developing, testing and demonstrating your applications that work in conjunction with Microsoft Site Server. You may modify the Site Server Sample Code to design, develop, test and demonstrate your applications. For the purposes of this **Section 7.7,** "Site Server Sample Code" shall mean the sample source, HTML, and Active Server Pages (ASP) code located in Site Server "SDK" and "samples" directories. Portions of Site Server are

designated as "Redistributable Code." The text files named REDIST.TXT and LICENSE.TXT located

In the Site Server portion of the BackOffice Server Test Platform, describe the distribution rights associated with each file of the Site Server Redistributable Code.

7.8 Systems Management Server.

a. You may install and use the Installer component of the Client Software ("SMS Installer") only on Devices used by a licensed end user of the Product and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as

"Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, testing and demonstrating your Setup Programs.

b. You may also install and use in object code form the Redistributable Code (as defined below), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (i) reproduce and use the Redistributable Code only in conjunction with or as part of a Setup Program; (ii) have a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the Redistributable Code; and (iii) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

c. You may reproduce and distribute the files listed in the REDIST.TXT file (collectively referred to as "Redistributable Code"), along with any modifications you may make to the Sample Code, provided that you comply with the Distribution Terms listed in such REDIST.TXT file. Note that the Distribution Terms include, among other conditions, terms similar to those described ¡n **subsections 7.8(b) above.**

7.9 Microsoft BackOffice Server.

a. Use of Administrator Tools. You may install and use the administrator tools on any Device within your organization.

b. Redistributable Code. You may modify, reproduce, and/or distribute the files listed ¡n the REDIST.TXT file (collectively referred to as "Redistributable Code") provided that you comply with the Modification and distribution Terms listed in such REDIST.TXT file.

7.10 **Windows NT Server and Windows 2000 Server Product One.** The Server Software may be used by no more than four (4) processors of the Server at any one time.

7.11 **Commerce Server/BizTalk Server, Host Integration Server (HIS) and Internet Security and Acceleration Server (ISA).**

You may redistribute and distribute the Sample Code, along with any modifications you make thereto (for purposes of this section, "modifications" shall mean enhancements to the functionality of the Sample Code), and any other files that may be listed and identified in a REDIST.TXT file as "redistributable" (collectively, the "Redistributable Code") provided that you agree: (1) to distribute the Redistributable Code in object code form and only in conjunction with your application, which application adds significant and primary functionality to the Redistributable Code; (2) not to use Microsoft name, logo, or trademarks to market the application; (3) to include a valid copyright notice ¡n your name on the application; (4) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including, attorneys fees, that arise or result from the use or Distribution of the application; (5) to otherwise comply with the terms of this EULA; (6) that Microsoft reserves all rights not expressly granted.

7.12 **Terminal Services Internet Connector.**

Microsoft grants you, solely for the purpose of demonstrating your software applications over the Internet and provided that such demonstration of your software is for evaluation purposes only and does not utilize production data, the right to use the Terminal Services Internet Connector License in conjunction with

Windows 2000 Server Software. A maximum of 200 anonymous concurrent connections may access your software applications via the Terminal Services component of Windows 2000 Server Software.

7.13 Application Center 2000 Developer Edition:

"Testing" shall be deemed to include (i) testing your software applications to ensure that they are deployable with Application Center 2000, and (ii) the right to build integration points (such as monitors) and determine any effects of use. Testing does NOT include staging or testing in an operations environment where testing

May be part of pre-production (reliability testing, performance testing or systems testing).

8. Distribution Requirements/identified Software.

8.1 **Distribution Requirements.** If you choose to redistribute the Library Sample Code, Microsoft Exchange Sample Applications, or OWA Software (for purposes of this **Section 8.1,** collectively the "Redistributable Code") with a software product developed by you as described in this EULA (an "Application"), you must (a) not permit further redistribution of the Library Sample Code by your end-user customers; (b) not use Microsoft name, logo, or trademarks to market your Application; (c) include a valid copyright notice on your Application; (d) agree 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 your Application; (e) include "Copyright Microsoft Corporation" in all Microsoft Systems Journal (MSJ) or MSDN Magazine code used within your program(s); (f) otherwise comply with the terms of this EULA; and (g) agree that Microsoft reserves all rights not expressly granted. Notwithstanding **subsection 8(a),** above, you may permit further redistribution of the Redistributable Code by your distributors to your end-user customers if your distributors only distribute the Redistributable Code in conjunction with, and as part of, your software product and you and your distributors comply with all other terms of this EULA.

8.2 **Identified Software.** The following terms and conditions apply only to (a) any software contained in BizTalk Server 2002 Developer Edition that is identified as software that you may modify and/or redistribute, and (b) software that is identified as software that you may modify and/or redistribute in any Component! that you receive pursuant to this EULA after October 1, 2001 ((a) and (b) collectively referred to as "Affected Code"): Your license rights to the Affected Code are conditioned upon your (a) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (b) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (c) not using Identified Software in the development of a derivative work of the Affected Code. "Identified Software" means software which ¡s licensed pursuant to terms that directly or indirectly (i) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (ii) grant, or purport to grant, to any third party any rights or immunities under Microsoft intellectual property or proprietary rights in the Affected Software or derivative work thereof. Identified Software includes, without limitation, any software that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (a) disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; or (c) be redistributable at no charge.

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any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCETO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.

10. **EXCLUSIÓN OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.** TO THE MÁXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FA1LURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABIL1TY TO USE THE PRODUCT, THE PROVISIÓN OF OR FA1LURE TO PROVIDE SUPPORT SERVICES, OR THERWISE UNDER OR IN CONNECTION WITH ANY PROVISIÓN OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your Exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Microsoft with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or U.S. $5.00. The foregoing limitations, exclusions, and disclaimers (including Sections 9 and 10 above and as stated in the Limited Warranty) shall apply to the maximum extent permitted by applicable law, even if any remedy fails ¡its essential purpose.

12. **NOTE ON JAVA SUPPORT.** THE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL- SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT UFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FA1LURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

13. **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.

14. **The Product ¡s protected by copyright and other intellectual property laws and treaties. Microsoft**

or ¡its suppliers own the tille, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.

MISCELLANEOUS

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 sifting in Toronto, Ontario. If this Product was Acquired outside the United States, then local law may apply.

Should you have any questions concern this EULA, or if you desire to canted Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 998052-6399.

Si vous aves acquis votre produit Microsoft au CANADÁ, la garantie limitée suivante vous concerne :

DÉNI DE GARANTIES. Dans la mesure maximale permise par les lois applicables, le Produit et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES DÉFAUTS par Microsoft et ses fournisseurs, lesqueis par les presentes dénient toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions

implicites de qualité marchande, d'adaptation á un usage particulier, d'exactitude ou d'exhaustivité des réponses, des resultáis, des efforts déployés selon les regles de 1'art, d'absence de virus et de négligence, le tout á 1'égard du Produit et de la prestation des services de soutien technique ou de 1'omission d'une telle prestation.

PARAILLEURS, I L N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITREDE PROPRIÉTÉ, Á LA JOUISSANCE OU LA POSSESSION PAISIBLE, Á LA CONCORDANCE Á UNE DESCRIPTION NI QUANT Á UNE ABSENCE DE CONTREFACON CONCERNANT LE PRODUIT.

EXCLUSIÓN DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES Á L'ÉGARD DU MANQUE Á GAGNER OU DE LA DIVULGAT10N DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VI E PRIVÉE, DELW11SSION DEREMPL1R TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE F01 OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUN1AIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIERE QUE CE SOIT Á L'UTI U SATI ON DU PRODUIT OU Á L'INCAPACITÉ DE S'EN SERVIR, Á LA PRESTATION OU Á L'OMISSION D'UNE TELLE PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT EULA OU RELATIVEMENT Á UNE TELLE DISPOSITION, MÉME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÉME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBIL1TÉ DE TELS DOMMAGES.

L1MITATION DE RESPONSABILITÉ ET RECOURS. Malgré les dommages que vous puissiez subir pour quelque motif que ce soit (notamment, tous les dommages susmentionnés et tous les dommages

directs ou généraux), 1'obligation intégrale de Microsoft et de l'un ou 1'autre de ses fournisseurs aux termes de toute disposition du présent EULA et votre recours exclusif á 1'égard de tout ce qui precede (sauf en ce qui concerne tout recours de réparation ou de remplacement choisi par Microsoft á 1'égard de tout manquement á la garantie limitée) se limite au plus elevé entre les montants suivants : le montant que vous avez réellement payé pour le Produit ou 5,00 $US. Les limites, exclusions et dénis qui précédent (y compris les clauses ci-dessus), s'appliquent dans la mesure maximale permise par les lois applicables, méme si tout recours n'atteint pas son but essentiel.

La présente Convention est régie par les lois de la province d'0ntario, Canadá. Chacune des parties á la présente reconnaít irrévocablement la compétence des tribunaux de la province d'0ntario et consent á instituir tout litige qui pourrait découler de la présente auprés des tribunaux sitúes dans le district judiciaire de York, province d'0ntario.

Au cas oü vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont 1'adresse est fournie dans ce produit, ou écrivez á : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052- 6399.

Amendment to Master End- User License Agreement

(For the Microsoft Developer Network Academic Alliance Program)

This amendment (the "Amendment") to the Master End-User License Agreement for the Microsoft Developer Network Subscription (the "EULA") is a legal agreement between Microsoft Corporation ("Microsoft") and a Qualified Educational User approved by Microsoft for participation in the Microsoft Developer Network Academic Alliance Program ("MSDN Academic Alliance Program"). This Amendment allows for the not-for-profit instructional and non-commercial research use by a Qualified Educational User (as hereinafter defined) of the Product provided under the EULA. This Amendment further allows the Qualified Educational User to utilize the Product for the not-for-profit design, development and testing of software applications or hardware created by Qualified Educational User. Product includes subscription UPDATES provided by Microsoft (as defined in the EULA).

By installing, copying, or otherwise using the Product, the Qualified Educational User agrees to be bound by the terms of the EULA and this Amendment. If the Qualified Educational User does not agree to be bound, do not install copy or use the Product.

1. Definitions.

Capitalized terms shall have the same meaning in this Amendment as they have in the EULA, except as may be otherwise set out herein. The following definitions are added for the purposes of this Amendment:

1.1 "Faculty" shall mean any personnel duly engaged by the Qualified Educational User to teach or instruct Students and/or to conduct research on behalf of the Qualified Educational User.

1.2 "Product" shall have the same meaning as in the EULA.

1.3 "Qualified Educational User" shall mean a department within an educational institution that (a) is accredited

by the applicable governmental regulatory agency in the country where it has it's principal offices; and (b) has been accepted by Microsoft, in its sole discretion, for participation in the MSDN Academic Alliance Program. For qualification-related questions, please contact the Microsoft subsidiary serving your country.

1.4 "Students" shall mean students duly enrolled for educational courses offered for credit and made available or administered by the Qualified Educational User.

1.5 "Use" shall mean the non-commercial use of the Product by Faculty, Staff and/or Students solely to: (a) develop, support, and conduct educational classes, labs or related programs offered by Qualified Educational User which have been approved for participation in the MSDN Academic Alliance Program; (b) conduct non-commercial research projects utilizing the Product (note: research done on behalf of the National Science Foundation or the U.S. Government qualifies as "non- commercial" research); and/or (c) design, develop and test software applications or hardware that work in conjunction with the Product only for the purposes as listed In Section 1.5(a) or 1,5(b). "Use" under this Amendment shall not include the use of the Product for general business purposes other than by Qualified Educational

User's employees engaged in support and user support of the Product and the management of compliance with the MSDN Academic Alliance Program,

1.6 "Staff" shall mean any personnel duly engaged by the Qualified Educational User to teach or instruct Students and/or to conduct non-commercial research or other development related activities on behalf of Qualified Educational User.

2. Grant of Educational and Research Use License

2.1 <u>Changed Paragraphs in EULA.</u> Solely for the purposes of this Amendment, the EULA is amended as follows:

(a) The following sections of the EULA are deleted in their entirety: Paragraph 2 (General Grant of License); Paragraph 4.5 (Academic Edition Software); Paragraph 4.7 (Software Transfer); Paragraph 4.8 (Separation of Components); Paragraph 5.1(General).

(b) Section 7 of the EULA is amended to allow for the installation and use of the Server Software on any number of servers, and the Client Software on any number of Devices.

2.2 <u>General Grant of Educational and Research Use.</u> Microsoft hereby grants Qualified Educational User, subject to the terms and conditions of the EULA and the Component Agreements as amended by this Amendment, a non-exclusive license:

(i) to install the Product (whether received by Qualified Educational User in the form of physical media (CD-ROM or DVD) or as a web download from an authorized MSDN Subscriber download site) on one or more servers or personal computers (e.g. hard drives) located on Qualified Educational User's premises and made

Available by Qualified Educational User and permit access to the Product on such servers or personal computers by Faculty, Staff and Students solely for the Use as defined in Section 1.5 above. Qualified Educational User shall be responsible for advising such Faculty, Staff or Student that use of the Product is strictly governed by the terms and conditions of the EULA and this Amendment (regardless of any license agreement that may appear during an installation process); Qualified Educational User shall maintain a record of the number of downloads of the Product from its Servers and shall, upon reasonable request, provide Microsoft with such information; and (ii) to make no more than fifty (50) additional CD-ROM copies of the product to use as backup copies or to loan such physical diskettes or CD-ROM copies free of charge to Students, Staff and Faculty solely for the Use as defined in Section 1.5 above. The additional CD-ROM copies specified in this Section 2.2(ii) may be loaned by Qualified Educational User to Faculty, Staff and/or Students

(a) for installation on personal computers on Qualified Educational User's premises; and/or (b) for installation on personal and/or off site computers of Faculty, Staff and/or Students. No such CD-ROM copies of the Product may be otherwise copied or loaned to any parties other than those specifically designated herein. No Faculty, Staff or Student may copy or further loan a CD-ROM copy of the Product which has been loaned to Them. Qualified Educational User shall have any Faculty, Staff and/or Student to whom it loans CD-ROM copies of the Product agree that use of the Product ¡s strictly governed by the terms and conditions of the EULA and this Amendment (regardless of any license agreement that may appear during an installation

Process) and is to be used solely pursuant to the Use right granted in Section 1.5 herein. In addition, Qualified Educational User shall maintain a record of the names of any members of the Faculty, Staff and Students to whom it has loaned such CD- ROM copies of the Product. Upon reasonable request, Qualified Educational User will permit Microsoft to ¡inspect such loan records.

(iii) Qualified Educational User shall cease loaning, or otherwise permitting access to the Product to/by any Faculty, Staff or Student who ceases its association with Qualified Educational User. In the event Microsoft notifies Qualified Educational User or Qualified Educational User learns that any Faculty, Staff or Student is in violation of the terms and conditions of the EULA and/or this Amendment, Qualified Educational User shall cease permitting access to the Product by such individuals and Qualified Educational User shall further use its best efforts to demand immediate return of or confirm destruction of any Product in the possession or Under the control of such Student, Staff or Faculty.

Qualified Educational User agrees to use its best efforts to prevent access to or use of the Product by parties other than Faculty, Staff, Students, and its employees who require access to a server or computer on Qualified Educational User's premises on which the Product resides for maintenance and related purposes.

Notwithstanding the foregoing license grant with respect to the Product, those components of the Product which are listed on Exhibit 1 attached to this Amendment are NOT included under the MSDN Academic Alliance Program and are therefore not licensed under this Amendment. Qualified Educational User may not use such products.

All rights not expressly granted herein are reserved to Microsoft.

2.3 Additional License Limitations.

(a) Qualified Educational User shall ensure that each copy of the Product made under this Amendment shall be a true and complete copy, and include all copyright and trademark notices.

(b) Qualified Educational User shall not sell, rent, lease, or transfer the Product to any third party and may not lend the Product other than as authorized by the EULA and this Amendment.

(c) Microsoft shall deliver the Product to designated person(s) who are full time employees of Qualified Educational User and such employee(s) will administer or manage Qualified Educational User's use of the Product under the EULA and this Amendment.

(d) In order to install certain components of the Product on its Servers, Qualified Educational User may need a product key ("Volume License Key"). The Volume License Key will be assigned to Qualified Educational User and must be kept secure.

Qualified Educational User may disclose the Volume License Key only to those of its employees who are engaged in installation of the Product, support and/or user support of the Product and the management of compliance with the MSDN Academic Alliance Program. Qualified Educational User will be held responsible for unauthorized use of the Volume License Key. In addition, in order to install certain components of the Product for distribution pursuant to Section 2.2(¡i), Qualified Educational User may need an Academic Alliance

Product Key ("Product Key"). The Product Key will be assigned to Qualified Educational User and must also be kept secure. Qualified Educational User may disclose the Product Key to those Student(s), Staff and Faculty to whom Qualified Educational User distributes copies of the Product as provided in Section 2.2(ii). Qualified Educational User shall use its best efforts to make the Student(s), Staff and Faculty aware of the restrictions and security issues related to use of the Product Key. In the event that Microsoft notifies Qualified Educational User or Qualified Educational User learns that a Student, Faculty or Staff member is improperly using the Product Key, Qualified Educational User shall notify such Student, Faculty member or Staff member that they are no longer authorized to use the Product.

3. Effect of Amendment.

Except as amended herein, all terms and conditions of the EULA and Component Agreements shall remain in full force and effect. To the extent any terms or conditions of the EULA or a Component Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail to the extent needed to fulfil the limited purposes of this Amendment.

4. Termination.

In the event that Qualified Educational User voluntarily terminals its participation in the MSDN Academic Alliance Program, then Qualified Educational User may no longer copy, permit access to or loan the Product to Students, Staff or Faculty for installation on off site personal computers as contemplated by Section 2.2(¡i).

Qualified Educational User may, however, continue to use the Product received to the date of termination on its internal servers and on ¡its on-site lab machines solely for the Use specified in Section 1.5 above and pursuant to the remaining terms and condition of the EULA and this Amendment.

Failure by Qualified Educational User to enforce the provisions of the EULA and this Amendment, in particular but not limited to Section 2.2(iii) and Section 2.3(d) shall be considered a breach of the EULA and this Amendment and entitle Microsoft to the rights and remedies specified in the EULA and this Amendment, as well as rights and remedies to which it is entitled at law or equity.

Section 4.2 of the EULA shall control with respect to cancellation by Microsoft of the EULA for Qualified Educational

EXHIBIT 1 TO AMENDMENT TO MASTER END USER LICENSE AGREEMENT

(For the Microsoft Developer Network Academic Alliance Program)

The following products are excluded from the MSDN Academic Alliance Program and may not be used by Qualified Educational User:

Microsoft Office Developer

Microsoft MapPoint

Microsoft FrontPage