

## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

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The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold.

**1 GRANT OF LICENSE.** This EULA grants you the following rights:

- **Applications Software.** You may install and use one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer. The primary user of the computer on which the SOFTWARE PRODUCT is installed may make a second copy for his or her exclusive use on a portable computer.
- **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.
- **License Pak.** If you have acquired this EULA in a Microsoft License Pak, you may make the number of additional copies of the computer software portion of the SOFTWARE PRODUCT authorized on the printed copy of this EULA, and you may use each copy in the manner specified above. You are also entitled to make a corresponding number of secondary copies for portable computer use as specified above.

### 1 DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **Academic Edition Software.** If the SOFTWARE PRODUCT is identified as "Academic Edition" or "AE", you must be a "Qualified Educational User" to use the SOFTWARE PRODUCT. If you are not a Qualified Educational User, you have no rights under this EULA. To determine whether you are a Qualified Educational User, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
- **Not for Resale Software.** If the SOFTWARE PRODUCT is labeled "Not for Resale" or "NFR", then, notwithstanding other sections of this EULA, you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.
- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Separation of Components.** The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer.
- **Rental.** You may not rent, lease, or lend the SOFTWARE PRODUCT.
- **Support Services.** Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation, and/or in other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.
- **Software Transfer.** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade, any transfer must include all prior versions of the SOFTWARE PRODUCT.
- **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

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- 1 UPGRADES.** If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.
- 2 COPYRIGHT.** All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. The SOFTWARE PRODUCT is protected by copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE PRODUCT like any other copyrighted material except that you may install the SOFTWARE PRODUCT on a single computer provided you keep the original solely for backup or archival purposes. You may not copy the printed materials accompanying the SOFTWARE PRODUCT.
- 3 DUAL-MEDIA SOFTWARE.** You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT.
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#### 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, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

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#### LIMITED WARRANTY

**LIMITED WARRANTY.** Microsoft warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem issues. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days.

**CUSTOMER REMEDIES.** Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Microsoft's Limited Warranty and which is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. **Outside the United States, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source.**

**NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR**

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**LIMITATION OF LIABILITY. TO THE MAXIMUM 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, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MICROSOFT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A MICROSOFT SUPPORT SERVICES AGREEMENT, MICROSOFT'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :**

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#### **Garantie Limitée**

**GARANTIE LIMITÉE** — Microsoft garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec la documentation qui accompagne le LOGICIEL, pour une période de quatre-vingt-dix (90) jours à compter de la date de réception ; et (b) tout support technique fourni par Microsoft sera substantiellement en conformité avec toute documentation afférente fournie par Microsoft et que les membres du support technique de Microsoft feront des efforts raisonnables pour résoudre toute difficulté technique découlant de l'utilisation du LOGICIEL. Certaines juridictions ne permettent pas de limiter dans le temps l'application de la présente garantie. Aussi, la limite stipulée ci-haut pourrait ne pas s'appliquer dans votre cas. Dans la mesure permise par la loi, toute garantie implicite portant sur le LOGICIEL, le cas échéant, est limitée à une période de quatre-vingt-dix (90) jours.

**RECOURS DU CLIENT** — La seule obligation de Microsoft et de ses fournisseurs et votre recours exclusif seront, au choix de Microsoft, soit (a) le remboursement du prix payé, si applicable, ou (b) la réparation ou le remplacement du LOGICIEL qui n'est pas conforme à la Garantie Limitée de Microsoft et qui est retourné à Microsoft avec une copie de votre reçu. Cette Garantie Limitée est nulle si le défaut du LOGICIEL est causé par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon la plus longue de ces périodes. **A l'extérieur des Etats-Unis, aucun de ces recours non plus que le support technique offert par Microsoft ne sont disponibles sans une preuve d'achat provenant d'une source autorisée.**

**AUCUNE AUTRE GARANTIE** — **DANS LA MESURE PRÉVUE PAR LA LOI, MICROSOFT ET SES FOURNISSEURS EXCLUENT TOUTE AUTRE GARANTIE OU CONDITION, EXPRESSE OU IMPLICITE, Y COMPRIS MAIS NE SE LIMITANT PAS AUX GARANTIES OU CONDITIONS IMPLICITES DU CARACTÈRE ADÉQUAT POUR LA COMMERCIALISATION OU UN USAGE PARTICULIER EN CE QUI CONCERNE LE LOGICIEL OU CONCERNANT LE TITRE, L'ABSENCE DE CONTREFAÇON DUDIT LOGICIEL, ET TOUTE DOCUMENTATION ÉCRITE QUI L'ACCOMPAGNE, AINSI QUE POUR TOUTE DISPOSITION CONCERNANT LE SUPORT TECHNIQUE OU LA FAÇON DONT CELUI-CI A ÉTÉ RENDU. CETTE GARANTIE LIMITÉE VOUS ACCORDE DES DROITS JURIDIQUES SPÉCIFIQUES.**

**PAS DE RESPONSABILITÉ POUR LES DOMMAGES INDIRECTS** — MICROSOFT OU SES FOURNISSEURS NE SERONT PAS RESPONSABLES EN AUCUNE CIRCONSTANCE POUR TOUT DOMMAGE SPÉCIAL, INCIDENT, INDIRECT, OU CONSÉQUENT QUEL QU'IL SOIT (Y COMPRIS, SANS LIMITATION, LES DOMMAGES ENTRAÎNÉS PAR LA PERTE DE BÉNÉFICES, L'INTERRUPTION DES ACTIVITÉS, LA PERTE D'INFORMATION OU TOUTE AUTRE PERTE PÉCUNIAIRE) DÉCOULANT DE L'UTILISATION OU DE L'IMPOSSIBILITÉ D'UTILISATION DE CE LOGICIEL AINSI QUE POUR TOUTE DISPOSITION CONCERNANT LE SUPORT TECHNIQUE OU LA FAÇON DONT CELUI-CI A ÉTÉ RENDU ET CE, MÊME SI MICROSOFT A ÉTÉ AVISÉE DE LA POSSIBILITÉ DE TELS DOMMAGES. LA RESPONSABILITÉ DE MICROSOFT EN VERTU DE TOUTE DISPOSITION DE CETTE CONVENTION NE POURRA EN AUCUN TEMPS EXCÉDER LE PLUS ÉLEVÉ ENTRE i) LE MONTANT EFFECTIVEMENT PAYÉ PAR VOUS POUR LE LOGICIEL OU ii) US\$5.00. ADVENANT QUE VOUS AYEZ CONTRACTÉ PAR ENTENTE DISTINCTE AVEC MICROSOFT POUR UN SUPPORT TECHNIQUE ÉTENDU, VOUS SEREZ LIÉ PAR LES TERMES D'UNE TELLE ENTENTE.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Chacune des parties à la présente reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où 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 l'adresse est fournie dans ce produit, ou écrivez à : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.



## Questions and Answers about the End User License Agreement

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**How is computer software protected by law?**

Computer software is protected by copyright law and international copyright treaties as well as other intellectual property laws and treaties. Copyright law and other intellectual property laws in many countries protect the rights of a software owner by granting to the owner a number of exclusive rights, including the right to reproduce or "copy" the software. Copying software without the permission of the owner is "copyright infringement," and the law imposes penalties on infringers.

You make a "copy" of a software program whenever you: (1) load the software into your computer's temporary memory by running the program from a floppy disk, hard disk, CD-ROM, or other storage media; (2) copy the software onto other media such as a floppy disk or your computer's hard disk; or (3) run the program on your computer from a network server on which the software is resident or stored.

Almost all commercial computer software is licensed directly or indirectly from the copyright owner—the software publisher—for use by the customer through a type of contract called an "end user license agreement" (also known as a EULA). Different products may have different types of EULAs.

**What is the significance of the end user license agreement (EULA) for Microsoft products?**

Your use of Microsoft® products is governed by the terms of the EULA, as well as by copyright law. The EULA is the contract regarding your use of the licensed product, and it grants you a specific right to use the Microsoft software on your computer.



**What if my product doesn't have an end user license agreement (EULA)?**

The EULA is an important part of your software product and should always accompany legally licensed Microsoft® software. If you work for a company that has delegated software purchasing and management to a systems administrator, the systems administration department should be able to supply you with proof that your software is legally licensed. If you purchased your software from a store, through a mail-order catalogue, or even from an individual, and a EULA did not accompany the product, you may have purchased illegal software. Illegal software, commonly called "pirated" software, may expose you and/or your business to legal liabilities. If you suspect you may have pirated software, or have concerns about the legal ramifications of using such software, see the questions in this Help document concerning software piracy.

**My Microsoft product came with a Certificate of Authenticity. Is that my end user license agreement (EULA)?**

No. The Certificate of Authenticity is a security device that accompanies all Microsoft products distributed with a computer by an OEM (Original Equipment Manufacturer). The Certificate is used to assure the end user that the software program(s) accompanying the computer system is legally licensed Microsoft software. For instance, if you purchased a computer system from a computer store and it came with MS-DOS® and Windows® operating system software preinstalled on its hard drive, two separate Certificates of Authenticity should also be included inside the computer box. The Certificate of Authenticity contains anti-counterfeiting devices such as the hologram to prevent the production of counterfeit Microsoft products. If you suspect you may have pirated software, or have concerns about the legal ramifications of using such software, see the questions in this Help document concerning software piracy.

**What is the minimum amount of documentation I should keep to prove my software products are legally licensed?**

All legally licensed Microsoft products should contain an end user license agreement (EULA) which is your primary proof of legally acquired product. However, we also recommend keeping the original user's manual (or at least the manual cover and the first page), the product disks, the Certificate of Authenticity and your purchase receipt.

**What does the end user license agreement (EULA) say?**

Provided you accept its terms, the EULA gives you permission to use the software, and grants you some additional rights. The EULA also imposes certain restrictions on your use of the software. The EULA includes the "Grant of License" section, which describes how you may use the software. Also included in the EULA are restrictions against reverse engineering, leasing, or renting the software, and other restrictions that apply to the particular software. In addition, the EULA describes the terms under which you may make a backup or archival copy of the software and details the limited warranty provided for the product.

### **Can I sell my end user license agreement (EULA) for my software to someone else?**

Yes, as long as you have a legitimate license to use the software and follow the terms of transfer outlined in your EULA. You may not rent or lease Microsoft® software, but you may transfer all of your rights under the EULA on a permanent basis.

If your Microsoft product was acquired with a computer system, you may transfer all of your rights under the EULA as part of a sale or transfer of that computer system, provided you also transfer all copies of the software and all written materials, including the EULA itself and, where applicable, the Certificate of Authenticity.

If your Microsoft product was acquired separate from a computer system, you may transfer all of your rights under the Microsoft EULA, provided you also transfer all copies of the software and all written materials, including the EULA itself and, where applicable, the Certificate of Authenticity. Prior to transferring your rights, you must remove all copies of the software product from your computer.

For any valid transfer, the software recipient must agree to the terms of the EULA.

**Note** Any transfer must also include your most recent product update, as well as any prior versions of the Microsoft product because the original full product and the upgrade product together are considered a single software unit.

If you want to sell or transfer software which was bought and licensed under a Microsoft License Pak, you must sell or transfer **all the product copies** to a single new owner. Microsoft License Paks cannot be broken up, even on resale.

### **What is a Microsoft License Pak?**

A Microsoft® License Pak or MLP is a license agreement product that authorizes the making and use of one (or more, if indicated on the MLP) additional copies of a specified, previously licensed, Microsoft product. This product does not contain any disks. For example, if you work in a small company with two computers, and need to use Microsoft Word on both computer systems, you could purchase a single copy of Microsoft Word **and** a single copy MLP for Word. This would allow you to legally install Word on the first computer, as outlined in the Word end user license agreement as well as on the second computer, as permitted by the MLP license agreement.

**What kind of licenses come with Microsoft server products?**

Microsoft® server products include Windows NT™ Server, Microsoft SQL Server, Microsoft Exchange Server, Internet Information Server, SNA Server and Systems Management Server. There are two licenses that describe your right to use Microsoft Server Products: the Server License and the Client Access License.

The Server License grants you: the right to install the Server Software on a computer acting as a network server; the right to install the Client Software included with the Server product on workstations connected to the Server; and limited rights to network administration. To actually access or utilize the services of the Server Software from a client workstation, however, you must acquire a separate Client Access License. In other words, the Server License lets you set up the network, and the Client Access License lets you use it. It is important to distinguish between the Client Access License, which you need for accessing Microsoft Server Products, and end user license agreements (EULAs) for Microsoft desktop operating system products such as Windows®, Windows NT Workstation, and MS-DOS®. The EULAs accompanying these desktop operating system products allow you to use these products fully on a single computer, but you must acquire a separate Client Access License to utilize the services of Microsoft Server Software.

**In what ways can I use the software over a network?**

The end user license agreement (EULA) permits you to store a copy of the software on a storage device used as a network file server, for the purpose of installing the software on computers connected to that storage device via your internal network. In addition, you may install the software on a storage device used as a network applications server, so that computers connected to that storage device via your internal network can run the software from that source. You must acquire and dedicate a license for each separate computer on which the software is installed or run from the storage device. By dedicating a license to a particular computer, you are assigning the license exclusively to that computer for an indefinite period of time. A license to use a particular copy of the software may not be shared or used concurrently on different computers.



**When I upgrade a Microsoft product, do my license rights for that product change?**

Yes, the end user license agreement (EULA) included with the upgrade version sets forth the license rights for both the original product and the upgrade. With every new upgrade product, you will receive a new EULA. Upgrade versions are treated as part of the whole product, because an upgrade often needs many of the basic components in the original software in order to run. This is true for both application and system product upgrades.

**Can I sell or give away old versions of my products when I acquire an upgrade?**

No. Since the original full product and the upgrade product together are considered a single software unit, you must retain the old product as part of that unit.

**What if I've upgraded from Windows version 3.1 to Windows 95? Do I still need to keep my copy of Windows 3.1 as part of my legally acquired product?**

Yes. All copies together are treated as a single product, regardless of how many upgrade versions you've acquired.

**What if I don't upgrade my product but purchase a completely new version? Do I still have to keep my old version of that product?**

No. However, as you acquire upgrades for the new product, you must retain both that product and the upgrade versions, which together serve as a single product.

**What is software piracy? Why should I be concerned about it?**

Software piracy is the unauthorized copying, reproduction, use, or manufacture of software product(s) protected by U.S. and international copyright law. On average, for every authorized copy of computer software in use, at least one unauthorized or "pirated" copy is made. In some countries, up to 99 unauthorized copies are made for every authorized copy in use. Software piracy harms all software companies and ultimately you, the end user. Piracy results in higher prices for duly licensed users, reduced levels of support, and delays in the funding and development of new products, causing the overall selection and quality of software to suffer.

Piracy harms all software publishers, regardless of their size. Software publishers spend years developing software for the public to use. A portion of every dollar spent in purchasing original software is funneled back into research and development so that better, more advanced software products can be produced. When you purchase pirated software, your money goes directly into the pockets of software pirates instead.

Software piracy also harms the local and national economies. Fewer legitimate software sales result in lost tax revenue and decreased employment. Software piracy greatly hinders the development of local software communities. If software publishers cannot sell their products in the legitimate market, they have no incentive to continue developing programs. Many software publishers simply won't enter markets where the piracy rates are too high, because they will not be able to recover their development costs.

### **Are there different types of software piracy? Is one type of piracy less damaging than any other?**

There are five basic forms of software piracy, and all are damaging both to the software publisher and to you, the end user. The five basic types of piracy are:

- **Softlifting or End User Copying:** This form of piracy occurs when extra copies of a program are made within an organization for employees to use. "Disk swapping" among friends and associates outside of a business environment is also included in this category.
- **Hard-Disk Loading:** Some computer dealers load unauthorized copies of software onto the hard disks of the computers they offer for sale, as an incentive for an end user to purchase a computer from that particular dealer.
- **Counterfeiting:** This is the illegal duplication and sale of copyrighted software, often in a form designed to make the product appear legitimate. Software counterfeiting can be very sophisticated, including significant efforts to replicate packaging, logos, and anti-counterfeiting techniques such as holograms. It can also be unsophisticated, consisting of inferior or hand-written labels, with disks folded into a plastic bag and sold on street corners. In any form, software counterfeiting is very damaging to both the software developer and legitimate end users.
- **Bulletin Board (BBS) Piracy:** This form of piracy occurs when copyrighted software is downloaded by users connected via a modem to a public or semi-private electronic bulletin board. This should not be confused with sharing public-domain software or providing "shareware." Shareware is software that may or may not be copyrighted but is generally offered for little or no charge by the author for nearly unrestricted use, including copying or sharing with others. **Microsoft does not publish any shareware software that is intended for distribution or use over a bulletin board.** Microsoft may, however, distribute updates or enhancements over BBSs or online services which are for use solely with licensed Microsoft products. Any unauthorized Microsoft software available over a bulletin board should be considered illegal.
- **Software Rental:** This is where software is illegally "rented" to end users who, typically, permanently copy the "rented" software onto their computer's hard disk and then return the copy to the renter. There are three types of software rental piracy: product rented from a retail outlet for use on the renter's home or office computer; product rented through mail order "clubs"; and products installed on computers which are in turn rented for temporary use. However, in some cases, Microsoft may authorize a company to rent or lease computers on which Microsoft products are installed. In those cases, the company is required, as part of the rental or lease agreement, to have the renter agree to the terms of the end user license agreement for Microsoft software.

**How can I make certain I have legitimate Microsoft® products if they came preinstalled on my computer's hard disk?**

Microsoft licenses many personal computer system manufacturers to preinstall systems products directly onto the hard disks of their computers for sale. In some instances, computer manufacturers are also licensed to preinstall specific application products onto the hard disk. These products include system software such as Windows® 95 and server products such as Windows NT™ Server, as well as applications such as Microsoft Works.

For Microsoft products, the computer manufacturers must include inside the computer box an end user license agreement (EULA), a Microsoft registration card, and for systems products and most application products a Certificate of Authenticity. In most instances, computer manufactures will also include the product manual(s) and a set of product disks or a CD-ROM.

## How can I identify illegal Microsoft software?

There are several warning signs to alert you to the fact that the software products installed on your hard disk at the time of purchase or available on the retail store shelf are illegal. For instance, Microsoft legally licenses MS-DOS®, Windows® 3., 1 and Windows 95, among other products, to computer manufacturers to include with their computers for sale. However, Microsoft's agreement with computer manufacturers prohibits them from selling and/or distributing Microsoft products by themselves, without an accompanying computer.

Generally Microsoft products sold on the retail shelf are manufactured only by Microsoft and should not bear the tradenames of any other company. Microsoft products sold on the retail shelf should never include a line on the front cover of the user's guide that states, "For Sale Only With A New PC", "For Distribution Only With A New PC", "For Distribution Only With A New PC", or "For distribution with new PC hardware only. Not to be sold as a standalone product."

Additional warning signs of illegal software products include:

- No end user license agreement (EULA).
- No product registration card.
- No Certificate of Authenticity for most products accompanying a new computer system.
- No fulfillment mechanism (such as a mail-in card) for backup disks and/or manuals for software preinstalled on a new computer that **does not come with packaged software inside the computer box**.
- No backup disks, manuals, registration card, EULA, and/or Certificate of Authenticity containing an anti-piracy hologram and Confirm label for preinstalled system software that **includes a packaged product inside the computer box**. Packaged products must contain **all** these elements.
- The backup disks the computer dealer or store gives you contain hand-written labels, are not shrink-wrapped, and/or appear to be inferior in quality.
- When you request manuals to accompany the software installed on your computer, the computer dealer or store does not supply any but suggests you purchase a book from an outside source on how to operate your software programs.
- The manual(s) the computer dealer or store gives you are photocopied, are not shrink-wrapped, and/or are of poor printing quality.
- The person who sold you your computer offers to install software for free—or a nominal fee—at the time you purchase your computer, without providing packages for the software.
- Product upgrades available on the retail shelf do not contain the specified security features (including a hologram and a Confirm label for all retail Microsoft products).
- The operating system product (including MS-DOS, Windows, Windows for Workgroups, Windows 95, and Windows NT software) that you acquired from the retail shelf **without also purchasing a new computer** contains a line on the front cover of the user's guide that says, "For Sale Only With A New PC" or "For distribution with new PC hardware. Not to be sold as a standalone product."



### **What should I do if I suspect I have unknowingly purchased illegal Microsoft software product(s)?**

The first thing to do is to return the product to your place of purchase and ask for a legitimate replacement product or verification that the product you purchased is legal. If the vendor refuses to help you, ask for your money back, and find a legitimate dealer who will sell you legally licensed Microsoft products.

If the vendor refuses to give you a refund, report their actions to your local Consumer Affairs office. You should also call your local Microsoft subsidiary or a regional Business Software Alliance (BSA) anti-piracy hotline to report your concerns.

An expanded version of this Help document entitled "Microsoft Licensing Policies: Answers to Frequently Asked Questions" is available by request from any of the Microsoft legal departments listed below. Any consumers or resellers having questions about the legitimacy of Microsoft products should contact the Microsoft Anti-Piracy Hotline at 1-800-RU-LEGIT, accessible in the U.S. or Canada, or write to the nearest Microsoft legal department to tell us of your concerns:

#### **In Asia:**

Australia: Legal Department, Microsoft Pty. Limited, Microsoft Park, 65 Epping Road, North Ryde, NSW 2113 (Sydney), Australia.

Hong Kong: Legal Department, Microsoft Hong Kong, 11/F., Cityplaza 3, 14 Taikoo Wan Road, Taikoo Shing, Quarry Bay, Hong Kong.

Japan: Legal Department, Microsoft Company, Limited, Sasazuka NA Bldg., 50-1, Sasazuka 1-Chome, Shibuya-ku, Tokyo 151, Japan.

Taiwan: Legal Department, Microsoft Taiwan Corporation, PO Box 27-16, No. 6, 10th floor, Min Chuan E. Road, Sec. 3, Taipei, Taiwan, R.O.C.

#### **In Europe:**

European Headquarters: Legal Department, Microsoft European Headquarters, Tour Pacific, Cedex 77, 92977 Paris - La Defense, France.

France: Legal Department, Microsoft France S.a.r.l., 18 Avenue Du Quebec, Zone de Courtaboeuf, 91957 Les Ulis Cedex, France.

Germany: Legal Department, Microsoft G.m.b.H., Edisonstrasse 1, W-85713 Unterschleissheim, Munich, Germany.

United Kingdom: Legal Department, Microsoft Limited, Microsoft Place, Winnersh, Wokingham, Berkshire RG11 5TP, United Kingdom.

**For all other regions, including the United States and Canada:** Anti-Piracy Department, Microsoft, Bldg. 8, One Microsoft Way, Redmond, WA 98052, U.S.A.

For help regarding software piracy of Microsoft products **and other software products**, contact the Business Software Alliance at:

#### **United States Headquarters:**

2001 L Street, NW  
Washington, D.C. 20036  
U.S.A.

Anti-Piracy Hotline: 1-800-688-BSA1 (accessible in the United States and Canada)

#### **Europe Headquarters:**

1st Floor  
Leaconfield House  
Curzon Street  
London W1Y 8AS  
United Kingdom  
Euro-Net Anti-Piracy Hotline: 44-711-491-1974

**Can I make a second copy for my portable computer?**

The end user license agreement (EULA) for many Microsoft application software products contains the following sentence: "The primary user of the computer on which the SOFTWARE PRODUCT is installed may make a second copy for his or her exclusive use on a portable computer." If your EULA contains this sentence, then, subject to the conditions mentioned, you may make a second copy of the software. Note that you must be the primary user of the computer on which the software is installed. The primary user is the individual using the computer most of the time it is in use. Only that individual is entitled to use the second copy. Further, the software must be installed on the local hard drive of your computer; you are not entitled to make and use a second copy on your portable computer if you run the primary copy of the software from a network server. Finally, only one secondary copy may be made; you may install this copy on more than one portable computer.

**How can I share applications using Microsoft NetMeeting?**

Microsoft NetMeeting contains technology that enables applications to be shared between two or more computers, even if an application is installed on only one of the computers. You may share all Microsoft products in multi-party conferences using this technology provided you comply with all applicable laws regarding use of such technology. Before using this technology with non-Microsoft applications, however, you should consult the accompanying license agreement or contact the licensor to determine whether application sharing is permitted by the licensor.





