

MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2008 RC

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the pre-release software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

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

1. INSTALLATION AND USE RIGHTS.

- You may install and use any number of copies of the software on your premises to design, develop and test your programs for use with the software. You may use as many copies of the software as the product key permits.
- You may not test the software in a live operating environment unless Microsoft permits you to do so under another agreement.
- **Font Components.** While the software is running, you may use its fonts (including software, metrics and data) to display and print content. You may only:
 - Embed fonts in content as permitted by the embedding restrictions in the fonts; and
 - Temporarily download them to a printer or other output device to help print content.
- **Icons and other visual assets.** Subject to these license terms, you may not copy or modify the images and other visual assets in the software for any other purpose.

2. POTENTIALLY UNWANTED SOFTWARE. The software will search your computer for “spyware,” “adware” and other potentially unwanted software (“Potentially Unwanted Software”). If it finds Potentially Unwanted Software, the software will ask you if you want to ignore, disable (quarantine) or remove it. The software will only remove or disable Potentially Unwanted Software as you instruct it. Removing or disabling the

Potentially Unwanted Software may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer, if the other software installed the Potentially Unwanted Software on your computer as a condition of your use of the other software. You should read the license agreements for other software before authorizing the removal of any Potentially Unwanted Software. By using this software, it is possible that you will also remove or disable software that is not Potentially Unwanted Software. You are solely responsible for selecting which Potentially Unwanted Software the software removes or disables.

3. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

a. Consent for Internet-Based Services. Because this software is a pre-release version, we have turned on some internet-based features by default to obtain feedback about them. These features connect to Microsoft or service provider computer systems. For more information about these features, see <http://go.microsoft.com/fwlink/?LinkId=38670>. **By using this software, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

i. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you installed the software. Examples of these features are online assistance and search. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://go.microsoft.com/fwlink/?LinkId=51331>.

- Customer Experience Improvement Program (CEIP). This software uses CEIP, which sends anonymous information about your hardware and how you use this software to Microsoft. To make it easy for you to provide feedback, CEIP is on by default. To learn more about CEIP, see <http://go.microsoft.com/fwlink/?LinkId=52143>.
- Error Reports. This software automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well. Microsoft does not use this information to identify you or contact you. To learn more about error reports, see <http://go.microsoft.com/fwlink/?LinkId=56274>.
- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check your device for certain malicious software listed at <http://support.microsoft.com/?kbid=890830> ("Malware") and if detected, the software will remove Malware from your device. This software is updated periodically through Automatic updates. To detect and remove future Malware from your device, you will need to run the Malware component of this software each time it is updated. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occur while the software is checking for Malware. No information that can be used to identify you is included in the report. If you choose, the software's Malware reporting functionality can be disabled by following the instructions found at <http://support.microsoft.com/?kbid=890830>. If you receive updates via Automatic Updates, you will only be able to stop receiving updates to this software if you turn off Automatic Updates entirely.
- Updated Definition Files. When you install the software, or when you use the software, you may choose to obtain updated Potentially Unwanted Software definitions automatically when you connect to the Internet. The software uses the updated definitions to detect new Potentially Unwanted Software.
- SpyNet. When you install the software, or when you use the software, you may choose to share information about Potentially Unwanted Software and their signatures with SpyNet. SpyNet is a network community that connects users of the software together to identify and share information about Potentially Unwanted Software and signatures. This community reports potential threats identified by features in the software to the SpyNet servers that catalog and update the system to help protect users of the software from new spyware threats.

- Phishing Filter. This software can warn you if the website you are visiting might be impersonating a trusted website. For more information go to <http://go.microsoft.com/fwlink/?linkid=20615>.

ii. Use of Information. We may use the computer information, error reports, and CEIP information, to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve the how their products run with Microsoft software.

b. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

- 4. TIME-SENSITIVE SOFTWARE.** The software will stop running on October 7, 2008. You will not receive any other notice. You may not be able to access data used with the software when it stops running.
- 5. MANDATORY ACTIVATION. To prevent its unlicensed use, you will not be able to use the software if you do not activate it as described during installation.** You can activate the software by Internet or telephone; Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software will remind you to activate until you do.**
- 6. PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.
- 7. PRE-RELEASE SOFTWARE.** This software is a pre-release version. It may not work the way a final version of the software will. We may change it for the final, commercial version. We also may not release a commercial version.
- 8. FEEDBACK.** Because this is pre-release software, you agree to give feedback about the software to Microsoft. You give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.
- 9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (“ .NET Component”). You may conduct internal benchmark testing of the .NET. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date(s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's

support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

NOTICE: APPLICATIONS AND SERVICES BUILT WITH MICROSOFT VISUAL J# 2005 WILL RUN ONLY IN THE MICROSOFT .NET FRAMEWORK. VISUAL J# 2005 HAS BEEN INDEPENDENTLY DEVELOPED BY MICROSOFT. IT IS NOT ENDORSED OR APPROVED BY SUN MICROSYSTEMS, INC.

10. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not

- disclose the results of any benchmark tests of the software, other than the Microsoft .NET Framework (see separate term above), to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- distribute the software or permit others to copy it;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party;
- use the Potentially Unwanted Software definitions separately from the software; or
- use the software for commercial software hosting services.

11. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD. This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL

STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 Visual Standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.

12. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

13. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

14. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

15. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

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

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

17. NO WARRANTY FOR SERVICES. Microsoft and its suppliers do not warrant or guarantee the accuracy or timeliness of any services or information provided, and that the provision of services or information will be interrupted or error free.

18. DISCLAIMER OF WARRANTY. The software is licensed “as-is”. Services and information are provided “as-is” and “as available”. You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

19. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

EXONÉRATION DE GARANTIE. Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

EULAID:WS08_R1.0_ALL-SRV_EVAL_en-US