

MASTER END-USER LICENSE AGREEMENT

MSDN, THE MICROSOFT DEVELOPER NETWORK SUBSCRIPTION

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

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 **Prerelease Code.** Portions of the Product may be identified as prerelease code ("Prerelease Code "). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease 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 Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease 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 : (a) 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 (b) 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, nontransferable, 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: (i) 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 (ii) 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 Windows 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 in 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 a 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 a licensed end user in 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 's 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 in 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 VERSION 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 VERSION 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 (i.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 in conjunction with your application that utilizes the services of Microsoft Exchange Server. 0702 Part No.X08-98491 *X08-98491*m

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 (i) you comply with the terms of **Section 8.1**; and (ii) 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's 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 SQL Server Desktop Engine ("MSDE") and the files listed in the REDIST.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: (a) that your application shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, complete with same; and (b) that unless your application requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general-purpose word processing, spreadsheet, or database management software product, or an integrated work or product suite whose components include a general-purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet, or database 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 VERSION 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 in subsections 7.8(b)(i)-(iii) 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 in 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 Line.** 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: (a) 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; (b) not to use Microsoft's name, logo, or trademarks to market the application; (c) to include a valid copyright notice in your name on the application; (d) to indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys fees, that arise or result from the use or distribution of the application; (e) to otherwise comply with the terms of this EULA; (f) 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 M.** "Testing" shall be deemed to include ((a) testing your software applications to ensure that they are deployable with Application Center 2000, and (b) 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 preproduction (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's 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 8.1(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 (i) not incorporating Identified Software into or combining Identified Software with the Affected Code or a derivative work thereof; (ii) not distributing Identified Software in conjunction with the Affected Code or a derivative work thereof; and (iii) not using Identified Software in the development of a derivative work of the Affected Code. "Identified Software " means software which is licensed pursuant to terms that directly or indirectly ((1) create, or purport to create, obligations for Microsoft with respect to the Affected Code or derivative work thereof or (2) grant, or purport to grant, to any third party any rights or immunities under Microsoft 's 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.

9. **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Product and support services (if any) **AS IS AND WITH ALL FAULTS**, and hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, 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, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.
10. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.** 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, 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 FAILURE 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 INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION 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 LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE 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 is protected by copyright and other intellectual property laws and treaties.Microsoft or its suppliers own the title,copyright,and other intellectual property rights in the Product.The Product is licensed,not sold.**

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 sitting in Toronto,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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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)has been duly accredited by a widely-recognized accreditation authority as an educational institution organized and operated exclusively for the sole purpose of teaching its matriculating students;and (b)has been accepted by Microsoft,in its sole discretion,for participation in the MSDN Academic Alliance Program.Accredited educational institutions may include,but are not necessarily limited to,the following types of public or private schools located in the United States of America or Canada:High schools K-12;vocational schools;junior colleges;colleges;universities;and science,trade,or technical schools.For qualification-related questions,please contact the Microsoft Sales Information Center/One Microsoft Way,Redmond,WA 98052-6399 or the Microsoft subsidiary serving your country.

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 **Changed Paragraphs in EULA.**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 **General Grant of Educational and Research Use License.** 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:

(a) 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

(b)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(b)may be loaned by Qualified Educational User to Faculty,Staff,and/or Students (i)for installation on personal computers on Qualified Educational User 's premises;and/or (ii)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 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) 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. (c) 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(b), 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(b). 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 fulfill the limited purposes of this Amendment.

4. Termination.

In the event that Qualified Educational User voluntarily terminates 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(b). 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 conditions 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(c) 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 User's breach.

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

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MICROSOFT DEVELOPER NETWORK ACADEMIC ALLIANCE PROGRAM CONDITIONS OF USE

As an approved participant in the Microsoft Developer Network Academic Alliance Program ("MSDN Academic Alliance Program"), you are being granted access to the MSDN Subscriber Downloads Web site. The MSDN Subscriber Downloads Web site has specific terms of use tied to the MSDN, Microsoft Developer Network Subscription, End-User License Agreement ("MSDN EULA"), which will appear at the time you elect to download any of the PRODUCTS available on the MSDN Subscriber Downloads Web site. Those specific terms of use, however, are subject to the terms and conditions of the Amendment to the Master End-User License Agreement (For the Microsoft Developer Network Academic Alliance Program) (the "Amendment"), a copy of which is located at <http://www.msdnaa.net/membership.asp> and which you agreed to at the time you were accepted as a participant in the MSDN Academic Alliance Program. In the event of any inconsistencies between the provisions of use which appear on the MSDN Subscriber Downloads Web site and the provisions of the Amendment, the provisions of the Amendment shall prevail to the extent needed to fulfill the purposes of the MSDN Academic Alliance Program.

The following terms and conditions apply to your use of the Microsoft software made available to you via the MSDN Subscriber Downloads Web site:

The MSDN Subscriber Downloads Web site contains updated versions of certain PRODUCTS provided to you as an approved participant in the MSDN Academic Alliance Program. The PRODUCTS provided via the MSDN Subscriber Downloads Web site are licensed under the same terms and conditions contained in the MSDN EULA as modified by the Amendment which you acquired in your initial MSDN Academic Alliance Program subscription shipment.

If you do not agree to be bound by the terms of the MSDN EULA as modified by the Amendment, you are not authorized to and you may not use the PRODUCTS made available via the MSDN Subscriber Downloads Web site. As stated in the MSDN EULA as modified by the Amendment, you may have additional rights or restrictions identified in an addendum to the MSDN EULA included with particular PRODUCTS available via the MSDN Subscriber Downloads Web site. You must review any such addendum before you exercise any of the rights described therein. By exercising a right, you agree to be bound by the terms described in the addendum. If you do not agree to the terms described in the addendum, you are not authorized to install, copy, or otherwise use the respective additional PRODUCTS. Notwithstanding the foregoing, your use of such additional PRODUCTS remains subject to the rights and restrictions stated in the Amendment which shall prevail to the extent needed to fulfill the purposes of the MSDN Academic Alliance Program.

YOU AGREE TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS WITH RESPECT TO THE MSDN EULA, THE AMENDMENT, AND ANY ADDENDUM WHICH MAY ACCOMPANY THE PRODUCTS BY DOWNLOADING AND/OR OTHERWISE USING THE SOFTWARE PRODUCT ON THE MSDN SUBSCRIBER DOWNLOADS WEB SITE. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO DOWNLOAD THE PRODUCTS FROM THE WEB SITE.