**END-USER LICENSE AGREEMENT**

**Featured End User License Agreements**

MICROSOFT SQL SERVER (TM) VERSION 7.0

LICENSES: 1

END-USER LICENSE AGREEMENT

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SERVER LICENSE FOR MICROSOFT SERVER PRODUCTS

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 ("SOFTWARE PRODUCT"). An amendment or addendum to this EULA may accompany

the SOFTWARE PRODUCT. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT,

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS

OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE PRODUCT; YOU MAY, HOWEVER, RETURN

IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.

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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 provided that

you comply with all terms and conditions of this EULA:

a. Types of Software. The SOFTWARE PRODUCT contains some or all of the

following types of software: "Server Software" that provides services

or functionality on a computer acting as a server (and, the computer

running the Server Software shall be referred to as the "Server"); and

"Client Software" that allows a computer, workstation, terminal,

handheld PC, pager, telephone, "smart phone," or other electronic

device (each of the foregoing a "Device") to access or utilize the

services or functionality provided by the Server Software. Several

copies 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), may be provided.

b. Installation-Server Software. At any given time, you may install one

copy of the Server Software for only one of those architectures on a

single computer. Client Software. You may install the Client Software

on any Device.

C. Use of the Server Software. You may use one copy of the Server

Software on one Server. You must acquire a separate Client Access

License for each unique Device which accesses or otherwise utilizes

the services or functionality of the Server Software, whether you use

the Client Software or any other software to do so, unless otherwise

noted in Section 2 below. This is known as using the Server Software

in "Per Seat Mode." However, you may elect to use the Server Software

for Microsoft SQL Server, Windows NT Server (except as specified

below), Site Server, Site Server Commerce Edition, or SNA Server (but

not Microsoft Exchange Server, Windows NT Server, Terminal Server

Edition, Systems Management Server, or BackOffice Server) in "Per

Server Mode" as defined below. If you choose Per Seat Mode, your

choice is permanent. You also need a Windows NT Workstation license to

access or utilize certain services or functionality of Windows NT

Server as described below.

d. Alternate Terms If You Elect to Use the Server Software In Per Server

Mode. In Per Server Mode, the maximum number of Devices that may

access or otherwise utilize the services or functionality of the

Server Software at a given point in time is equal to the number of

Client Access Licenses that you have acquired and designated for use

exclusively with that Server. Devices to which a Client Access License

has been designated may also access Server Software running in the Per

Server Mode, provided the additional access is within that Server's

maximum licensed capacity. You also have the right to change your use

of the Server Software to Per Seat Mode, but then this choice is

permanent. Consult the terms of your Client Access Licenses to

determine your rights with respect to such Client Access Licenses in

connection with such change.

e. Use of the Client Software. You may use the Client Software provided

that you acquire Client Access Licenses as required in Paragraphs 1(c)

and 1(d) above, and subject to any limitations set forth in Paragraph

2.

f. Not for Resale Software. If the SOFTWARE PRODUCT is labeled "Not for

Resale" or "NFR," then, notwithstanding Section 1 of this EULA, your

use of the SOFTWARE PRODUCT is limited to use for demonstration, test,

or evaluation purposes and you may not resell, or otherwise transfer

for value, the SOFTWARE PRODUCT.

(Continued)

g. 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.

h. License Pack. If this package is a License Pack, you may install and

use additional copies of the Server Software and Connector Software,

if any, up to the number of copies specified above as "Licensed

Copies."

i. Installation on a Single Server. The SOFTWARE PRODUCT is licensed as

a

single product. The Server Software components may not be separated

for use on more than one Server, unless otherwise provided herein. By

way of example, and not limitation, the foregoing restriction applies

to the Microsoft BackOffice Server product suite.

j. No "Multiplexing" or "Pooling." Use of software or hardware that

reduces the number of Devices directly accessing or utilizing the

Server Software (sometimes called "multiplexing" or "pooling" software

or hardware) does not reduce the number of Client Access Licenses

required; the required number of Client Access Licenses would equal

the number of distinct inputs to the multiplexing or pooling software

or hardware "front end."

k. Additional Software. Any software provided to you by Microsoft which

updates or supplements the original SOFTWARE PRODUCT is part of the

SOFTWARE PRODUCT and is governed by this EULA, unless other terms of

use are provided with such updates or supplements. Any software

provided to you along with the SOFTWARE PRODUCT that is associated

with a separate end-user license agreement is licensed to you under

the terms of that license agreement, except if this EULA specifically

sets forth the terms of use for such software then the terms set forth

in this EULA shall apply.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

a. For all SOFTWARE PRODUCTS. Server Software Transfer. You may transfer

the Server Software to another computer, provided that it is

removed from the computer from which it is transferred. Rental. You

may not rent, lease, or lend the SOFTWARE PRODUCT. Transfer to Third

Party. The initial user of the SOFTWARE PRODUCT may make a one-time

permanent transfer of this EULA and SOFTWARE PRODUCT only directly to

an end user. This transfer must include all of the SOFTWARE PRODUCT

(including all component parts, the media and printed materials, this

EULA, and, if applicable, the Certificate of Authenticity). Such

transfer may not be by way of consignment or any other indirect

transfer. The transferee of such one-time transfer must agree to

comply with the terms of this EULA, including the obligation not to

further transfer this EULA and SOFTWARE PRODUCT. Notice to Users. You

shall inform all users of the SOFTWARE PRODUCT of the terms and

conditions of this EULA. Limitation 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. Performance or Benchmark Testing. You

may not disclose the results of any benchmark test of either the

Server Software or Client Software for Microsoft SQL Server, Microsoft

Exchange Server, or Microsoft Proxy Server to any third party without

Microsoft's prior written approval. Version Limitation. The Server

Software contains a certain version number (such as version "3.5").

This EULA permits you to install one copy of the Server Software with

the same (or a lower) version number as the Server Software version

number listed above on a single computer. If the SOFTWARE PRODUCT is

Microsoft BackOffice Server product suite, this EULA also permits you

to install one copy of a lower version of a Server Software component

that is contained in such product suite. 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 PRODUCT and all of

its component parts. Consent to Use of Data. With respect to technical

information you provide to Microsoft as part of any (if any) support

services related to the SOFTWARE PRODUCT ("Support Services"), you

agree that Microsoft (and its affiliates and agents) may collect,

process, and 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.

b. For Microsoft Windows NT Server (all editions)-Processor Limitation.

The Server Software may be used by no more than four (4) processors of

the Server at any one time (support for a greater number of processors

is available from authorized computer hardware vendors). Client

Access. You need a Client Access License for Windows NT Server in

order to access or otherwise utilize any of the following Windows NT

Server basic network/application services, components, or

functionality: File Services (accessing or managing files, or

accessing or managing disk storage), Printing Services (printing to a

printer managed by a Windows NT Server), Microsoft Message Queue

Server (sending or receiving messages from Microsoft Message Queue

Server), Microsoft Transaction Server (invoking component-based

applications managed by Microsoft Transaction Server), Remote Access

Service (accessing the server from a remote location through a

communications link), and Terminal Server Functionality (as defined

below). Note: Remote Access Service includes the use of Internet

Connection Services, including Internet Authentication Services

(validation or transference of a remote access request) or Connection

Point Services (remotely configuring the Microsoft Connection Manager

Client with new phone numbers or other data). You do not need a Client

Access License for Windows NT Server to access or otherwise utilize

any other Windows NT Server services or functionality. Note on

Microsoft Windows for Workgroups or Windows 95 Software. The media on

which Windows NT Server resides may contain a copy of Windows for

Workgroups or Windows 95 software. In order to install or use this

software, you must acquire a separate Windows for Workgroups or

Windows 95 license. Note on Microsoft FrontPage Software. Windows NT

Server contains Microsoft FrontPage software, which allows a single

user to develop and maintain an Internet/intranet Web site. You may

install and use one copy of Microsoft FrontPage on a single

Device. Note on Microsoft Site Server Express. You may copy and

distribute Microsoft Site Server Express on any Device within your

organization.

For Windows NT Server terminal server services and Windows NT Server,

Terminal Server Edition. In addition to the Client Access License for

Windows NT Server, you must also acquire a Windows NT Workstation

license for each Device using "Terminal Server Functionality," which

is defined as (a) third-party software that utilizes Windows NT Server

to display or use Windows-based or Windows NT-based applications on a

Device ("Third-Party Terminal Software"), and/or (b) the services of

Windows NT Server, Terminal Server Edition which display or use

Windows-based or Windows NT-based applications on a Device. Any Device

running a validly licensed copy of Windows NT Workstation has the

right to use Terminal Server Functionality. The Windows NT Workstation

license must have the same version number as or a higher version

number than the corresponding version number of Windows NT Server or

Windows NT Server, Terminal Server Edition being used. "Multiplexing"

or "pooling" software or hardware does not reduce the number of

Windows NT Workstation

licenses required; the required number of Windows NT Workstation

licenses would equal the number of distinct inputs to the multiplexing

or pooling software or hardware "front end." When using Windows NT

Server in conjunction with Third-Party Terminal Software, Windows NT

Server may not be used in Per Server Mode. You also may need

additional licenses in order to use other software products that are

installed on the Server and are utilizing Terminal Server

Functionality-please consult the license agreement accompanying any

such software.

c. For Microsoft Windows NT Server, Enterprise Edition--Processor

Limitation. The Server Software may be used by no more than eight (8)

processors of the Server at any one time (support for a greater number

of processors is available from authorized computer hardware vendors).

SQL Server Feature. Windows NT Server, Enterprise Edition may install

an additional feature which is a restricted version of Microsoft SQL

Server. If such feature is installed, you may use it solely in support

of the Microsoft Message Queue Server directory functions. However,

you may not use such restricted SQL Server feature for any other

purpose.

d. For Microsoft SQL Server, Enterprise Edition and Microsoft Exchange

Server, Enterprise Edition-Note Regarding Use in a Clustered

Environment. If you are using the Server Software in a clustered

environment and the Server on which the Server Software is installed

fails over to one other computer in the cluster ("Fail-Over

Computer"), you may use the Server Software on such Fail-Over Computer

provided that you: (i) have acquired a separate licensed copy of the

Server Software for such Fail-Over Computer, and (ii) use the Server

Software on the Fail-Over Computer only for so long as the Server on

which the Server Software is installed has failed over to such Fail-

Over Computer. At any point in time, however, the Server Software may

be used only on one computer.

e. For Microsoft SQL Server (all editions)--Client Access. You do not

need a Client Access License in order for a Microsoft SQL Server or

Microsoft SQL Server, Enterprise Edition to solely interact with

another Microsoft SQL Server or Microsoft SQL Server, Enterprise

Edition. Note Regarding Interaction between Microsoft SQL Server and

Microsoft Data Engine ("MSDE"). If you use MSDE to access or use the

services of Microsoft SQL Server (for example, replication, data

transformation or heterogeneous query services), you must use

Microsoft SQL Server in Per Seat Mode (that is, each unique Device

accessing SQL Server must have a Client Access License dedicated to

it) Note Regarding Use of SQL Server Desktop. You may only install and

use the SQL Server Desktop component of Microsoft SQL Server on each

Device to which a valid Client Access License for the Server Software

has been dedicated. If you use SQL Server Desktop to access or use the

services of any version of Microsoft SQL Server (for example,

replication, data transformation, or heterogeneous query services),

you must use such Microsoft SQL Server in Per Seat Mode. Note

Regarding Use of SQL Server Tools. You may only use the Management

Tools, Books-Online, and Development Tools components of Microsoft SQL

Server (collectively "Tools") on each Device for which you have a

valid Client Access License for the Server Software. Note Regarding

the Use of Redistributable Components. You may reproduce and

distribute the files listed in the REDIST.TXT file (collectively

referred to as "Redistributable Components") provided that you comply

with the Distribution Terms listed in such REDIST.TXT file.

f. For Microsoft Exchange Server (all editions)--Connector Software. If

applicable, at any given time, you may install and use on one Server

only one copy of the Connector Software for one of the provided

architectures. If you choose to make the Connector Software a usable

feature, you must also acquire a separate license or licenses (whether

as part of the license for Microsoft Exchange Server or as a separate

license for the Connector Software) to install and use the Connector

Software on every other Microsoft Exchange Server in the same

"Microsoft Exchange Organization." A "Microsoft Exchange Organization"

is the group of all Microsoft Exchange Servers with the same

organization name specified during the Microsoft Exchange Server

installation process for the express purpose of connecting the

servers. Client Software. Microsoft Outlook is part of the Microsoft

Client Software for Microsoft Exchange Server. You may use Microsoft

Outlook to access or utilize the services of any version of Microsoft

Exchange Server provided that you have acquired the necessary Client

Access Licenses to do so. You may also use one copy of Microsoft

Outlook on a stand-alone basis on each Device for which you have a

valid Client Access License for any version of Microsoft Exchange

Server. You do not have any other right to use Microsoft Outlook.

Client Access. Each Client Access License for Microsoft Exchange

Server may also be used for any other Device that you use less than

twenty percent (20%) of your total connection time. The term "total

connection time" means the total amount of time that you use Microsoft

Client Software (other than the Client Software component of the chat

service) to access and otherwise use Microsoft Exchange Server from a

Device. You do not need a Client Access License for Microsoft Exchange

Server for anonymous access to Microsoft Exchange Server services.

Anonymous access occurs when a Device accesses information held in a

Microsoft Exchange Server without having a mailbox or custom recipient

object which identifies it, and consequently, is not validated by a

Windows NT Server domain ID. Note Regarding the Use of the Sample

Applications. Microsoft grants you the nonexclusive right to use and

modify the source code version of the files designated as Sample

Applications ("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 ("Application"). You are granted the foregoing distribution

rights provided that you comply with the Distribution Requirements

listed below. Note an Outlook Web Access Software. You may customize,

reproduce and distribute the Outlook Web Access software ("OWA

Software") provided that (a) if you distribute the OWA Software you

comply with subsections (ii) - (v) in Paragraph g below (substituting

"OWA Software" in place of "Application" and "Redistributables"); and

(b) if you use the OWA Software internally and customize it or

incorporate it into any other software, you comply with subsection (v)

in Paragraph g below (similarly revised). Note on Source Extractor,

Administrator, and Microsoft Mail Connector. You may install and use

the Source Extractor, Administrator, and Microsoft Mail Connector

components on additional computers. Microsoft also grants you the

right to modify the source code version of the Source Extractor. The

Source Extractor may only be used to migrate data to Microsoft

Exchange Server.

g. Distribution Requirements for Microsoft Exchange Server Sample

Applications. If you distribute object code versions of the Sample

Applications (collectively "Redistributables") as provided above, you

agree to: (i) distribute the Redistributables only in conjunction with

and as a part of your Application; (ii) not use Microsoft's name,

logo, or trademarks to market your Application; (iii) include a valid

copyright notice in your Application; (iv) include an end-user license

agreement with your Application that grants a limited license to use

the Redistributables and otherwise protects Microsoft's and its

suppliers' intellectual property rights in the Redistributables; and

(v) indemnify, hold harmless, and defend Microsoft and its suppliers

from and against any claims or lawsuits, including attorneys' fees,

that arise or result from the use or distribution of your Application.

You shall display any patent or proprietary rights notices on each

copy of your Application(s) that contains executables, if and as

required in the documentation or other materials provided with the

Sample Applications, or subsequently provided to you by Microsoft.

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h. For Microsoft Proxy Server--Client Access. You do not need a Client

Access License to access or otherwise utilize the services or

functionality of Microsoft Proxy Server.

i. For Microsoft SNA Server--Client Access. You do not need a Client

Access License for Microsoft SNA Server in order to access or utilize

the following SNA Server services solely as server-based processes:

AFTP Client and Server, FTP-AFTP Gateway Service, VSAM File Transfer

Utility, Shared Folders Gateway Service, Host Print Service, OLE DB

Provider for AS/400 and VSAM, COM Transaction Integrator for CICS and

IMS, Host Security Integration Services, and NetView Integration

Services. You also do not need a Client Access License if you are

accessing or utilizing the services of Microsoft SNA Server solely as

necessary to run Microsoft Host Data Replicator on the same Server as

the SNA Server. Client Software. The SNA Server 3270 and 5250 terminal

emulation applets ("Applets") and the ODBC Driver for DB2 components

of the Client Software may be used by only one user per licensed copy

of the Server Software. Licenses for additional users must be acquired

separately. Additionally, the Applets may only be used to access or

otherwise utilize the services of Microsoft SNA Server. Note Regarding

Use of Host Security Integration Feature. You may install and use the

software identified as "Windows NT Account Synchronization Service"

and "Host Account Cache" on any computer running a validly licensed

copy of Windows NT Server within your organization. Additional Rights

for Development. You may also install and use copies of the OLE DB

Provider for AS/400 and VSAM ("OLE DB Provider") and/or the COM

Transaction Integrator for CICS and IMS ("COM Transaction Integrator")

and/or the Software Development Kit, if included, (collectively

"Development Software") on one or more computers located at your

premises solely for the purpose of developing applications that work

in conjunction with the Microsoft SNA Server ("Applications"). You may

use and modify the source code designated as "Sample Code" in the

SAMPLES.TXT file for the sole purposes of designing, developing, and

testing your Applications. You may also reproduce and distribute the

Sample Code, along with any modifications you make thereto, provided

that you comply with the Distribution Requirements described in the

REDIST.TXT file. For purposes of this section, "modifications" shall

mean enhancements to the functionality of the Sample Code. Portions of

SNA Server are also designated as "Redistributable Code." The text

file named REDIST.TXT contains a list of such files, as well as the

distribution rights associated with the Redistributable Code.

j. For Microsoft Systems Management Server--Client Access. You do not

need a Client Access License in order to solely execute Systems

Management Server-to-Systems Management Server communications which

are solely managing a third Device. You also do not need to acquire a

Client Access License for Microsoft SQL Server to use the

administration console or utilities provided with Systems Management

Server to access or otherwise utilize the services of Microsoft SQL

Server. Client Software. You may install and use the Installer

component of the Client Software ("SMS Installer") only on Devices

within your organization 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, and testing your Setup Programs. You may also

install and use in object code form the Redistributable Components (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 Components 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 Components; and (iii)

indemnify, hold harmless, and defend Microsoft and its suppliers from

and against any claims or lawsuits, including attorneys' 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. Note Regarding Metering Services and

Client Access Points Features. You may install and use the Metering

Services and Client Access Points components of the Server Software on

any computer running a validly licensed copy of Windows NT Server

within your organization. Note Regarding Use of the Redistributable

Components. You may reproduce and distribute the files listed in the

REDIST.TXT file (collectively referred to as "Redistributable

Components"), 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

(i) - (iii) of the Client Software note above.

k. For Microsoft Site Server (all editions). You may use one copy of the

Server Software to support a single "domain" on a single Server. For

the purposes of this EULA, "domain" shall mean the description of a

computer's location on the Internet. An Internet domain is comprised

of a second-level domain name (e.g., microsoft) and a top-level domain

name (e.g., com). For example, http://www.microsoft.com/ and

http://www.microsoft.com/products/ are part of a single domain, while

http://www.microsoft.com/ and http://www.msn.com/ are not. The single

domain restriction shall not apply to intranet usage of the Server

Software within and for a single organization. Content Deployment

Software. You may install and use one copy of Content Deployment

software included in the Server Software on a single computer for

staging and on a second computer for production, provided that at

least one of such computers is running a licensed copy of the Server

Software. Client Access. You do not need a Client Access License in

order to solely execute Site Server-to-Site Server communications. Per

Server Mode. When a Device "visits" a Server, it is deemed to be

accessing, utilizing, and/or simultaneously connecting to the Server

Software. For purposes of the previous sentence, a "visit" means a

series of one or more requests from a Device to a Server. A visit ends

when such Device does not make any additional requests of the Server

Software for a period of time that exceeds the default setting for a

visit, as described in the Site Server documentation. A "request"

means a hit that successfully retrieves content. Commercial Use. Site

Server is licensed for your use and you may not use Site Server to

provide Commercial Services to third parties. Each of the following is

a "Commercial Service": (a) a product or service that uses one or more

services of Site Server and alleviates any third party from the

obligation to obtain a separate license to Site Server for his, her,

or itself; and (b) a product or service that uses Site Server as part

of an Internet access and/or carriage service for any third party.

Examples of Commercial Services include, but are not limited to, the

following: (a) hosting of Internet, Extranet, or Intranet sites on

behalf of any third party, whether or not the sites are registered as

separate domains; (b) hosting of applications that use the services of

Site Server on behalf of any third party; or (c) hosting of commerce

or other services of Site Server on behalf of any third party.

Software Development Kits ("SDK Software"). You may install and use

copies of the SDK Software on one or more computers located at your

premises solely for the purpose of building applications that work in

conjunction with Microsoft Site Server ("Applications"). You may

modify the Sample Code to design, develop, and test your Applications,

and may reproduce and use the Sample Code, as modified, on one or more

computers located at your premises. For the purposes of this section,

"Sample Code" shall mean the sample source, HTML, and Active Server

Page (ASP) code located in Site Server's "SDK" and "samples"

directories. You may also reproduce and distribute the Sample Code,

along with any

modifications you make thereto, provided that you comply with the

Distribution Requirements described in the REDIST.TXT file. For

purposes of this section, "modifications" shall mean enhancements to

the functionality of the Sample Code.

3. 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. Except

if you have acquired a direct Upgrade from Microsoft BackOffice Small

Business Server ("Small Business Server") as specified below, a

SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements

(and may disable) the product that formed the basis for your

eligibility for the upgrade, and following the upgrade you may use the

resulting SOFTWARE PRODUCT only in accordance with the terms of this

EULA. Upgrades of a Component of Microsoft BackOffice Server Product

Suite. If the SOFTWARE PRODUCT is an Enterprise Edition or a Commerce

Edition which upgrades a component of Microsoft BackOffice Server

product suite then, effective upon your installation of the SOFTWARE

PRODUCT, the SOFTWARE PRODUCT replaces the component being upgraded

and you may use the SOFTWARE PRODUCT as a stand-alone product in

accordance with the terms of this EULA. The remaining components of

Microsoft BackOffice Server product suite may be used only in

accordance with the terms of the Microsoft End-User License Agreement

that accompanied the original product suite. Upgrades of Microsoft

BackOffice Small Business Server. If you have acquired the SOFTWARE

PRODUCT as an upgrade from Small Business Server, including if you

have acquired the SOFTWARE PRODUCT as an indirect upgrade from Small

Business Server (for example, if you upgraded from Small Business

Server to a full use Microsoft SQL Server and then upgraded such

Microsoft SQL Server to Microsoft BackOffice Server product suite

("BackOffice Server"), you may use the SOFTWARE PRODUCT in accordance

with the terms of this EULA; provided that: (a) you may install and

use the SOFTWARE PRODUCT only on the same computer as the Small

Business Server is installed; (b) if you transfer the Small Business

Server to another computer or to a third party in accordance with the

terms of the End-User License Agreement for the Small Business Server

("SBS EULA"), you must also transfer the SOFTWARE PRODUCT; and (c)

subsequent to the upgrade, the Small Business Server may be used in

accordance with the terms of the SBS EULA, except as provided below

with respect to its fax and modem pooling server software components

("Fax and Modem Software"). If the SOFTWARE PRODUCT you acquired as an

upgrade from Small Business Server is either (a) Microsoft Windows NT

Server or (b) BackOffice Server, then the Fax and Modem Software is no

longer subject to the connection limitation in the SBS EULA and you do

not need to acquire a Client Access License for Small Business Server

for each Device that accesses or utilizes the Fax and Modem Software.

4. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property

rights 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), and any copies you

are permitted to make herein are owned by Microsoft or its suppliers.

All title and intellectual property rights in and to the content which

may be accessed through use of the SOFTWARE PRODUCT is the property of

the respective content owner and may be protected by applicable

copyright or other intellectual property laws and treaties. This EULA

grants you no rights to use such content. If this SOFTWARE PRODUCT

contains documentation which is provided only in electronic form, you

may print one copy of such electronic documentation. You may not copy

the printed materials accompanying the SOFTWARE PRODUCT. All rights

not expressly granted are reserved by Microsoft.

5. REINSTALLATION COPY. After installation of one copy of the SOFTWARE

PRODUCT pursuant to this EULA, you may keep the original media on

which the SOFTWARE PRODUCT was provided by Microsoft solely for

archival purposes or reinstallation of the SOFTWARE PRODUCT on the

same computer as the SOFTWARE PRODUCT was previously installed.

6. 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 the other medium for 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.

7. EXPORT RESTRICTIONS.

Non-Exportable Encryption. If the SOFTWARE PRODUCT is any edition of

Microsoft Windows NT Server, Exchange Server, Site Server, or

BackOffice Server (except if such SOFTWARE PRODUCT is labeled "Not For

Resale" or "NFR"), the following terms apply: The SOFTWARE PRODUCT is

intended for distribution only in the United States (including Puerto

Rico, Guam, and all other territories, dependencies, and possessions

of the United States) and Canada. Export of the SOFTWARE PRODUCT from

the United States is regulated under "El controls" of the Export

Administration Regulations (EAR, 15 CFR 730-744) of the U.S. Commerce

Department, Bureau of Export Administration (BXA). A license is

required to export the SOFTWARE PRODUCT outside the United States or

Canada. You agree that you will not directly or indirectly export or

re-export the SOFTWARE PRODUCT (or portions thereof) to any country,

other than Canada, or to any person or entity subject to U.S. export

restrictions without first obtaining a Commerce Department export

license. You warrant and represent that neither the BXA nor any other

U.S. federal agency has suspended, revoked, or denied your export

privileges.

Exportable Encryption. If the SOFTWARE PRODUCT is any edition

Microsoft SQL Server, Proxy Server, SNA Server, or Systems Management

Server, or any edition of Microsoft Windows NT Server, Exchange

Server, Site Server, or BackOffice Server that is labeled "Not For

Resale" or "NFR," the following terms apply: You agree that you will

not export or re-export the SOFTWARE PRODUCT, any part thereof, or any

process or service that is the direct product of the SOFTWARE PRODUCT

(the foregoing collectively referred to as the "Restricted

Components"), to any country, person, or entity subject to U.S. export

restrictions. You specifically agree not to export or re-export any of

the Restricted Components (i) to any country to which the U.S. has

embargoed or restricted the export of goods or services, which

currently include, but are not necessarily limited to Cuba, Iran,

Iraq, Libya, North Korea, Sudan, and Syria, or to any national of any

such country, wherever located, who intends to transmit or transport

the Restricted Components back to such country; (ii) to any person or

entity who you know or have reason to know will utilize the Restricted

Components in the design, development, or production of nuclear,

chemical, or biological weapons; or (iii) to any person or entity who

has been prohibited from participating in U.S. export transactions by

any federal agency of the U.S. government. You warrant and represent

that neither the BXA nor any other U.S. federal agency has suspended,

revoked or denied your export privileges.

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8. LIMITED WARRANTY. Microsoft warrants that 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.

If an implied warranty or condition is created by your

state/jurisdiction and federal or state/provincial law prohibits

disclaimer of it, you also have an implied warranty or condition, BUT

ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED

WARRANTY (NINETY [90] DAYS). AS TO ANY DEFECTS DISCOVER AFTER THE

NINETY (90)-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.

Some states/jurisdictions do not allow limitations on how long an

implied warranty or condition lasts, so the above limitation may not

apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without

limitation, any (if any) service pack or hot fixes provided to you

after the expiration of the ninety (90)-day Limited Warranty period

are not covered by any warranty or condition, express or implied.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your

exclusive remedy for any breach of this Limited Warranty is as set

forth below. Except for any refund elected by Microsoft, YOU ARE NOT

ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL

DAMAGES, if the SOFTWARE PRODUCT does not meet Microsoft's Limited

Warranty, and, to the maximum extent allowed by applicable law, even

if any remedy fails of its essential purpose. The terms of Paragraph

10 below ("Exclusion of Incidental, Consequential, and Certain Other

Damages") are also incorporated into this Limited Warranty. Some

states/jurisdictions do not allow the exclusion or limitation of

incidental or consequential damages, so the above limitation or

exclusion may not apply to you. This Limited Warranty gives you

specific legal rights. You may have others which vary from

state/jurisdiction to state/jurisdiction. YOUR EXCLUSIVE REMEDY.

Microsoft's and its suppliers' entire liability and your exclusive

remedy shall be, at Microsoft's option from time to time, (a) return

of the price paid (if any) for, or (b) repair or replacement of, the

SOFTWARE PRODUCT that does not meet this Limited Warranty and that is

returned to Microsoft with a copy of your receipt. You will receive

the remedy elected by Microsoft without charge, except that you are

responsible for any expenses you may incur (e.g., cost of shipping the

SOFTWARE PRODUCT to Microsoft). This Limited Warranty is void if

failure of the SOFTWARE PRODUCT has resulted from accident, abuse,

misapplication, abnormal use, or a virus. 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 or Canada, neither these remedies nor any product support

services offered by Microsoft are available without proof of purchase

from an authorized international source. To exercise your remedy,

contact: Microsoft, Attn. Microsoft Sales Information Center, at the

address specified in Paragraph 16 below.

9. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is

the only express warranty made to you and is provided in lieu of any

other express warranties (if any) created by any documentation or

packaging. Except for the Limited Warranty and to the maximum extent

permitted by applicable law, Microsoft and its suppliers provide the

SOFTWARE 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 or conditions of merchantability, of fitness

for a particular purpose, of lack of viruses, of accuracy or

completeness of responses, of results, and of lack of negligence or

lack of workmanlike effort, all with regard to the SOFTWARE 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 SOFTWARE 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 SOFTWARE PRODUCT, the provision of or failure to

provide Support Services, or otherwise under or in connection with any

provision of this EULA, 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

SOFTWARE PRODUCT or U.S.$5.00. The foregoing limitations, exclusions,

and disclaimers (including Sections 9, 10 and 11 above) shall apply to

the maximum extent permitted by applicable law, even if any remedy

falls its essential purpose.

12. NOTE ON JAVA SUPPORT. THE SOFTWARE 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.

13. U.S. GOVERNMENT RIGHTS. All SOFTWARE PRODUCT provided to the U.S.

Government pursuant to solicitations issued on or after December 1,

1995 is provided with the commercial rights and restrictions described

elsewhere herein. All SOFTWARE PRODUCT provided to the U.S. Government

pursuant to solicitations issued prior to December 1, 1995 is provided

with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE

1987) or FAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

14. APPLICABLE LAW. If you acquired this SOFTWARE PRODUCT in the United

States, this EULA is governed by the laws of the State of Washington.

If you acquired this SOFTWARE 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 SOFTWARE

PRODUCT was acquired outside the United States, then local law may

apply.