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EXHIBIT A

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

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

This limitation applies to

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

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

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT ASP.NET MODEL VIEW CONTROLLER 2

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

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

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

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

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

1. INSTALLATION AND USE RIGHTS.

a. Installation and Use. One user may install and use any number of copies of the software on your devices to design, develop and test your programs.

b. Third Party Programs. The software contains third party programs. The license terms with those programs apply to your use of them.

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

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party.

3. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

4. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

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

6. SUPPORT SERVICES. Because this software is "as is," we may not provide support services for it.

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

8. Applicable Law.

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

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

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

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

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

This limitation applies to

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

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

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT CCR AND DSS RUNTIME 2008 R3

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

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

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

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

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

1. INSTALLATION AND USE. You may install and use any number of copies of the software on your devices to design, develop and test your programs.

2. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userrights <../../../../katemar/Documents/Robotics/RDK R3 EULA/www.microsoft.com/licensing/userrights>. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. User Testing. Your end users may access the software to perform acceptance tests on your programs.

b. Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

i. **Right to Use and Distribute.** The code and text files listed below are "Distributable Code."

- Redist.txt. You may copy and distribute the object code form of code listed in REDIST.TXT files.
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."

- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

ii. **Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- iii. Distribution Restrictions. You may not
- alter any copyright, trademark or patent notice in the Distributable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
 - modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- c. General Use Obligations. For any software developed and/or distributed (including Distributable Code), you must
- determine that the software (including distributable code) is suitable in quality and performance for use by you and/or your entity and for your products and services;
 - include failure mode and effects analysis for your foreseeable uses in your testing of your products and/or services;
 - use commercially reasonable efforts to prevent injury or loss during use of your products and/or services and the applications you create using the software;
 - ensure the device which accompanies the Distributable Code meets the relevant standard of care for such devices;
 - provide appropriate notices or warnings to end users of this software and/or your products or services or others who may be affected by such use; and
 - indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- 4. .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
- 5. BACKUP COPY.** You may make one backup copy of the media. You may use it only to reinstall the software.
- 6. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
7. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

8. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it. For paid support service please visit <http://support.microsoft.com/common/international.aspx>.

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

10. Applicable Law.

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

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

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

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

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

This limitation applies to

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

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

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT CHART CONTROLS FOR MICROSOFT .NET FRAMEWORK 3.5

PLEASE NOTE: Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. You may use a copy of this supplement with each validly licensed copy of Microsoft Windows operating system software (for which this supplement is applicable) (the "software"). You may not use the supplement if you do not have a license for the software. The license terms for the software apply to your use of this supplement. Microsoft provides support services for the supplement as described at www.support.microsoft.com/common/international.aspx.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DYNAMICS AX 2012 R3

These license terms, together with the related documents specified in section 3 and incorporated herein by this reference, are an agreement (“agreement”) between Microsoft Corporation (or based on where you are located, one of its affiliates) and you. Please read them. **This agreement supersedes any license terms embedded in the software.** It applies to the software named above, including the media on which you received it, if any. This agreement also applies to any Microsoft

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

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

By installing, having installed, attempting to install, or using the software, you accept this agreement. If you do not accept this agreement, you may not install, have installed, attempt to install, or use the software.

If you comply with this agreement, you have the rights below.

1. OVERVIEW.

a. **Software.** The software may include

- server software;
- client software that can be installed on devices and/or used with the server software; and
- additional components that may be separately licensed.

2. DEFINITIONS.

The definitions of certain terms used in this agreement are set forth below. Other terms used in this agreement will have the meaning given to them in the documents specified in section 3.

- **“affiliate”** means any legal entity that owns, is owned by, or that is under common ownership with a party.
- **“business process outsourcing”** means the contracting of a specific critical or non-critical business task, function, or process to a third-party service provider, where the services provided include direct or indirect access to the software.
- **“device”** means a single personal computer, workstation, terminal, handheld computer, mobile phone, personal digital assistant, or other electronic device.
- **“ERP solution”** means the software that controls your users and financial reporting units.
- **“internal business purpose”** means managing your business, but not that of an independent third party.
- **“own”** means more than 50% ownership.
- **“partner”** means the entity that has signed a channel partner agreement with Microsoft authorizing it to market and distribute copies of the software. As used in this agreement or related documents, references to “partner” refer solely to marketing relationships and do not refer to or imply a legal partnership.

- **“production environment”** means any environment where you are running an instance of the software to conduct activities for your internal business purpose. It does not include any environment where you are running an instance of the software to develop, test, debug, or perform non-production activities with the software or programs for the software.
- **“third-party user”** means any user that is not your employee, contractor, customer, or agent.
- **“you”** means the legal entity that has entered into this agreement with Microsoft, and that entity’s affiliates.

3. INSTALLATION AND USE RIGHTS.

- Related Documents.** Your rights to use the software are subject to the terms and conditions in (i) the applicable portions of the Product Use Rights document, the current version of which may be accessed via www.microsoft.com/licensing/pur/products.aspx, (ii) the relevant portions of the Product List document, the current version of which may be accessed via www.microsoft.com/licensing/about-licensing/product-licensing.aspx#tab=2, and (iii) the software license terms referenced in section 3.b. You may also obtain these documents from your Partner. You should review them before you install, have installed, attempt to install, or use the software.
- Pre-Release Code.** The software may include code marked as “pre-release”. You may use the pre-release code only in a development or test environment for the software. The pre-release code is not for use with the software in a production environment. Your use of any pre-release code is governed by the software license terms located here: go.microsoft.com/fwlink/?LinkID=330106&clid=0x409.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- Extensible Code.** The software may include code, text, or image files that you are permitted to modify (“Modifiable Code”) and use only for your internal business purposes if you comply with the terms below.
 - Right to Use and Modify.** The following Modifiable Code is included in the software:
 - **Model Files.** You may copy the model files, modify copies of the model files, and incorporate copies of the modified version of those model files only in the software or in programs that you develop for the software.
 - **Icons.** You may copy the icons and incorporate copies of the unmodified icons only in programs that you develop for the software.
 - **Templates.** You may copy the templates, modify copies of the templates, and incorporate copies of the modified version of those templates only in the software or in programs that you develop for the software.
 - **Images.** You may: (i) copy the images and animations (“Images”) and incorporate copies of those Images in programs that you develop to demonstrate the software’s functionality (“Demo Application”); (ii) manipulate, blend, crop, or modify the copies of the Images to make adjustments to the size, color, brightness, or contrast as necessary to optimize digitization of the Images in the Software or your Demo Application; (iii) incorporate the modified Images into the Software or your Demo Application; and (iv) publicly perform, or publicly display copies of the Images (modified or unmodified) only as part of your Demo Application.
 - **Retail Software Development Kit (Retail SDK).** The software may include the following retail components (collectively the “Retail SDK”):
 - eCommerce Components;
 - Point of Sale Components;
 - Mobile Point of Sale Components;

- Retail Server Components; and
 - Retail Services Components.
- b. The Retail SDK components are described in further detail here: go.microsoft.com/fwlink/?LinkID=330395&clcid=0x409. Microsoft may add or remove components from the Retail SDK from time to time. You may: (w) copy and modify copies of the Retail SDK components; (x) incorporate the modified copies of the Retail SDK components only in programs that you develop for the software; (y) test and deploy your programs that include a Retail SDK component only with the software; or (z) use your program that includes any Retail SDK component only with the software and, if applicable, Microsoft SharePoint.
- **Sample Code.** You may modify, copy, and incorporate the modified source and object code form of code marked as "sample" only in your programs.
- ii. **Requirements.** Microsoft is not responsible for any problems that result from modifications made to the Modifiable Code. Microsoft will not provide technical or other support for any modifications made to the Modifiable Code. For any Modifiable Code that is modified, you must indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the modification or use of your programs that include any Modifiable Code that was modified.
- iii. **Restrictions.** You may not
- alter any copyright, trademark, or patent notice in the Modifiable Code;
 - use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
 - modify any Modifiable Code to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms;
 - include Modifiable Code in malicious, deceptive, or unlawful programs; or
 - modify the source code of any Modifiable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification, or distribution, that
 - the code be disclosed or distributed in source code form; or
 - others have the right to modify it.
- c. **Third-Party Notices.** The software may include third-party materials (i.e., code or documentation) that Microsoft licenses to you under this agreement. Notices, if any, for the third-party materials are included for your information only.
- d. **Included Microsoft Programs.** The software contains other Microsoft programs. If separate license terms accompany those components, the license terms with those components apply to your use of the components instead of these license terms.
- **Microsoft SQL-branded Components.** The software is accompanied by Microsoft SQL Server-branded components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the software's installation directory. If you do not accept the applicable Microsoft SQL Server-branded component license terms, you may not use that component.
 - **Windows Identity Foundation.** The software contains Microsoft Windows Identity Foundation (KB974405) software ("WIF"). This software is part of Windows. You may use WIF with each validly licensed copy of Windows. You may not use WIF if you do not have a license for Windows. Privacy statement: go.microsoft.com/fwlink/?LinkId=164072.
 - **Microsoft .NET Framework Software and Benchmark Testing.** The software includes one

or more components of the .NET Framework software which is part of Windows (“.NET Components”). The license terms for Windows apply to your use of the .NET Framework software. You may conduct internal benchmark testing of the .NET components. You may disclose the results of any benchmark test of those components, but only if you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft will have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, but only if it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

e. Fictitious Data. The uniform resource locators (URLs), addresses, names of individuals, companies, cities, states, and other items depicted and referenced in the software or documentation are fictitious in nature. They are provided as examples and illustrations only. No real association or connection is intended or should be inferred.

f. License Mobility and Outsourcing Software Management.

- **License Mobility.** You may reassign your ERP Solution licenses, for which you are under a current maintenance plan, to (i) any servers running physical or virtual OSEs dedicated to you and located within the same Server Farm as often as needed, or (ii) from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).
- **Outsourcing Software Management.** You may install and use permitted copies of the software on servers and other devices that are under the day-to-day management and control of third parties, provided all such servers and other devices are and remain fully dedicated to your use. You are responsible for all of the obligations under your licensing agreement regardless of the physical location of the hardware upon which the software is used.

g. Complex Software. The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software, and other factors. The software is neither fault tolerant nor free from errors, conflicts, or interruptions.

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

6. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law or a separate written contract with Microsoft gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. You may use the software only for your internal business purposes. You also must not:

- work around any technical limitations in the software;
- reverse engineer, decompile, or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more instances of the software than specified in this agreement, the documents referenced in section 3.a, or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- distribute, rent, lease, or lend the software; or
- use the software for commercial software hosting services.

Your rights to use the software are perpetual but may be revoked if you do not comply with the terms of this agreement. Rights to use the software do not give you any right to implement Microsoft patents or other Microsoft intellectual property.

- 7. BACKUP COPY.** You may make multiple instances of the software for backup, development, and testing purposes, so long as such instances are not used in a production environment and the development is for your internal business purposes only. Your instances may be hosted by a third party on your behalf.
- 8. LICENSE TRANSFER.** You may not transfer the software to a third party without Microsoft's prior written consent. If permitted, there may be additional charges for transferring the software to a third party.
- 9. ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
- 10. DOWNGRADE.** You have no rights under this agreement to use earlier versions of the software and Microsoft is not obligated to supply earlier versions to you.
- 11. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. For additional information, see www.microsoft.com/exporting.
- 12. SUPPORT SERVICES.** Microsoft provides support and maintenance services for the software as described at www.microsoft.com/en-us/dynamics/service-plans.aspx. Any such support and maintenance service does not apply to pre-release code included in the software.
- 13. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services, and support services that you use, and the incorporated portions of the Product Use Rights document, the Product List document, and (solely as applicable to pre-release code) the software license terms for any pre-release code are the entire agreement for the software and support services. If there is a conflict between this agreement and the license grant (or the limitations on that license grant) in the incorporated portions of the Product Use Rights document, or the Product List document, then those applicable terms in the Product Use Rights document, or the Product List document will control. If there is any other conflict between this agreement and the Product Use Rights document or the Product List document the terms of this agreement will control.
- 14. APPLICABLE LAW.**
 - a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you are located govern all other claims, including without limitation claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
 - c. Attorneys' Fees and Costs.** If you or Microsoft files a lawsuit, brings an action, or otherwise pursues a claim against the other in connection with or arising out of this agreement or the software, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses (including any appeal).
- 15. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 16. DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS.** Microsoft will defend you against any claims made by an unaffiliated third party that the software infringes its patent, copyright, or trademark, or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents).
- 16.** You must notify us promptly in writing of the claim and give us sole control over its defense or

settlement. You agree to provide us with reasonable assistance in defending the claim, and Microsoft will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act, except in the case of claims arising outside the United States, in which case "trade secret" will mean "undisclosed information" as described in Article 39.2 of the TRIPs agreement and "misappropriation" will mean intentionally unlawful use.

17. Our obligations will not apply to the extent that the claim or adverse final judgment is based on: (i) your use of the software after Microsoft notifies you to discontinue use due to such a claim; (ii) your combining the software with a non-Microsoft product, data, or business process including third party add-ons or programs; (iii) damages attributable to the value of the use of a non-Microsoft product, data, or business process; (iv) any modification to the software; (v) your distribution of the software to, or its use for the benefit of, any third party; (vi) your use of any pre-release code; (vii) your use of Microsoft trademark(s) without express written consent to do so; or (viii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than Microsoft or its affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.

18. If Microsoft receives information concerning an infringement or misappropriation claim related to the software, Microsoft may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the software, or (ii) modify the software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the software immediately. If, as a result of an infringement or misappropriation claim, your use of the software is enjoined by a court of competent jurisdiction, Microsoft will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate this license.

19. If any other type of third-party claim is brought against you regarding Microsoft's intellectual property, you must notify us promptly in writing. Microsoft may, at its option, choose to treat these claims as being covered by this section. This section 16 provides your exclusive remedy for third-party infringement and trade secret misappropriation claims.

17. LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software, except for claims covered by section 16. You cannot recover any other damages, including without limitation consequential, lost profits, special, indirect, punitive, or incidental damages.

This limitation applies to:

- anything related to the: (i) software, (ii) services, (iii) content (including without limitation code) on any third party Internet sites, or (iv) third-party programs; and
- claims for breach of contract; breach of warranty, guarantee, or condition; or strict liability, negligence, loss of data, damage to records or data, loss of goodwill, loss as a consequence of a business interruption, or any other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement, or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

18. SELF-AUDIT. The software includes features that identify the number of users accessing the ERP solution, access rights, and tasks run by each user compared to the licenses acquired by you ("access and usage report"). You must run the access and usage report using the latest version of the usage report tool at least once a year starting from the date you first licensed the software. You may voluntarily share the

results of the access and usage report with Microsoft or any other third party, but you are not required to do so except if required under section 19.a.

19. VERIFYING COMPLIANCE.

- a. Right to verify compliance.** You are required to keep records (including proof of purchase) relating to the software you use under this agreement. Microsoft has the right to verify compliance with this agreement, at Microsoft's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing Microsoft, on request, to access the access and usage report as a tool in conducting the audit.
- b. Verification process and limitations.** To verify compliance, Microsoft will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, Microsoft can require you to complete Microsoft's self-audit questionnaire relating to the software you use under this agreement, but reserves the right to use a verification process as set out above.
- c. Verification frequency.** If Microsoft undertakes verification and does not find material unlicensed use (license shortage of 5% or more), Microsoft will not undertake another verification of the same entity for at least one year.
- d. Use of Results.** Microsoft and Microsoft's auditors will use the information obtained in compliance verification only to enforce Microsoft's rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.
- e. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse Microsoft for the costs Microsoft has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.
- f. IP Protection Features.** The software may enable third-party intellectual property protection features ("IP Protection Features") that restrict your access to third-party solutions you use, but that are not included with the software. Your use of such third-party solutions is governed by the license terms that accompany those solutions. You agree that Microsoft is not responsible for any failures or problems associated with such IP Protection Features. Microsoft does not, and will not, have any obligation to provide technical or other support for such IP Protection Features. Microsoft does not make any representation or warranty with regards to the functionality associated with those IP Protection Features.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to “limited warranty” are references to the express warranty provided by Microsoft immediately above. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local consumer law.

- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some jurisdictions may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This limited warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft’s reasonable control.

- D. REMEDY FOR BREACH OF WARRANTY.** Microsoft will repair or replace the software at no charge. If it is not practicable for Microsoft to repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates, and replacement software at no charge. If it is not practicable for Microsoft to repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.

- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:

- Tel: (800) MICROSOFT;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit www.microsoft.com/info/nareturns.htm.

- 2. Europe, Middle East, and Africa.** If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this limited warranty, contact either:

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandymount Industrial Estate, Dublin 18, Ireland; or
- the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

- 3. Australia.** If you acquired the software in Australia, contact Microsoft to make a claim at:

- Tel: 13 20 58; or
- Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.

- 4. Outside United States, Canada, Europe, Middle East, Africa, and Australia.** If you acquired the

software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

This limited warranty gives you specific legal rights, and you may also have other rights that vary from state to state and from country to country.

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

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

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

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

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

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2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

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ii. **Distribution Requirements.** For any Distributable Code you distribute, you must

- add significant primary functionality to it in your programs;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. **Distribution Restrictions.** You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that

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- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
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4. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

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

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

11. Disclaimer of Warranty. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

12. Limitation on and Exclusion of Remedies and Damages. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost

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

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

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

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

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

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

1. **INSTALLATION AND USE RIGHTS.**

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- You may not test the software in a live operating environment unless Microsoft permits you to do so under another agreement.

2. TERM. The term of this agreement is one year, or commercial release of the software, whichever is first.

3. PRE-RELEASE SOFTWARE. This software is a pre-release version. It may not work the way a final version of the software will. We may change it for the final, commercial version. We also may not release a commercial version.

4. FEEDBACK. If you give feedback about the software to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them. These rights survive this agreement.

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- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;

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 - transfer the software or this agreement to any third party; or
 - use the software for commercial software hosting services.
- 6. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
- 7. SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.
- 8. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 9. APPLICABLE LAW.**
- a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
 - b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.
- 10. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
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- 12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

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How do I obtain a backup copy? You may order or download a backup copy of the software from microsoft.com/office/backup. You may not distribute the backup copy of the software. You may use it only to reinstall the software on the licensed computer.

Can I transfer the software to another computer or user? You may not transfer the software to another computer or user. You may transfer the software directly to a third party only as installed on the licensed computer, with the Certificate of Authenticity label and this agreement. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. You may not retain any copies.

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Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that we may use and disclose the information as described in our [Privacy Statement](#).

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them.

Are there things I'm not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use or virtualize features of the software separately, publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. When using Internet-based features, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account or network, in an unauthorized manner.

What about upgrading or converting the software? If you install the software covered by this agreement as an upgrade or conversion to your existing software, then the upgrade or conversion replaces the original software that you are upgrading or converting from. You do not retain any rights to the original software after you have upgraded and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the upgrade software and replaces the agreement for the software from which you upgraded.

ADDITIONAL TERMS

1. LICENSE RIGHTS AND MULTI USER SCENARIOS

1. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the software. A hardware partition or blade is considered to be a computer.
2. Multiple or pooled connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.
3. Use in a virtualized environment. If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.
4. Remote access. The user that primarily uses the licensed computer is the "primary user." The primary user may access and use the software installed on the licensed device remotely from any other device, as long as the software installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, you may allow others to access the software simultaneously only to provide you with technical support.

2. BINDING ARBITRATION AND CLASS ACTION WAIVER

1. Application. This Section B applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE

RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

2. Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement of the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available [here](#). Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.
3. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
4. BINDING ARBITRATION. IF YOU AND MICROSOFT DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
5. CLASS ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR MICROSOFT WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.
6. Arbitration Procedure, Costs, Fees and Incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and in many cases its Supplementary Procedures for Consumer-Related Disputes. For more information, see [adr.org](#) or call 1-800-778-7879. In a dispute involving \$75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees. You and Microsoft agree to the terms governing procedures, fees and incentives at [this page](#). To commence arbitration, submit [this form](#) to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.
7. Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute under this agreement to which Section B applies must be filed within one year in small claims court (Section B.3) or in arbitration (Section B.4). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.
8. Severability. If the class action waiver in Section B.5 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section B (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section B is found to be illegal or unenforceable, that provision will be severed with the remainder of Section B remaining in full force and effect.

3. CHOICE OF LAW

The laws of the state or country where you live govern all claims and disputes under this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

4. ACTIVATION

1. More on How Activation Works. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see microsoft.com/piracy/activation.mspx. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.
2. Re-activation. Some changes to your computer components or the software may require re-activation of the software.
3. Activation Failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit or improperly licensed, activation will fail. The software will notify you if the installed copy of the software is improperly licensed. In addition, you will receive reminders to obtain a properly licensed copy of the software.
4. Updates and Upgrades. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. To identify genuine Microsoft software, see howtotell.com.

5. INTERNET-BASED FEATURES; PRIVACY

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the [Office 2013 Privacy Statement](#). Some Internet-based features may be delivered at a later date via Microsoft's Update service.

1. Consent for Internet-Based Services. The software features described below and in the Office 2013 Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. In some cases, you may switch off these features or not use them. For more information about these features, see the [Office 2013 Privacy Statement](#). BY USING THESE FEATURES, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. Microsoft does not use the information to identify or contact you.
2. Customer Experience Improvement Program (CEIP). This software uses CEIP. CEIP automatically sends Microsoft information about your hardware and how you use this software. We do not use this information to identify or contact you. CEIP will also periodically download a small file to your computer. This file helps us collect information about problems that you have while using the software. When available, new help information about the errors might also be automatically downloaded. To learn more about CEIP, see microsoft.com/products/ceip/EN-US/privacypolicy.mspx.
3. Online Features and Content. Features in the software can retrieve online content from Microsoft and provide it to you. Certain features may also permit you to search for and access information online. Examples of these features include clip art, templates, online training, online assistance and help, and Outlook Weather on the Calendar. If you save a template

provided by Office.com, information will be sent online to Microsoft, such as information that identifies the template, but not any specific document you have created using the template. This information is used to provide you with content you request and to improve our services. You may choose not to use these online features and content. See the Office 2013 Privacy Statement linked at the end of this agreement for more information.

4. Cookies. If you choose to use online features in the software, such as online assistance and help, and templates, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the Office 2013 Privacy Statement linked at the end of this agreement.
 5. Office 2013 on Windows 8. If you are running the software on a Windows 8 computer and you have enabled the software's online features and content, signing into Windows 8 with a Microsoft account will automatically sign you into the software using the same Microsoft account. This allows you to store and access online files in OneDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.
 6. Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.
 7. Automatic Update. Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed computer.
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 9. Misuse of Internet-Based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
 10. Information Rights Management. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You may need to connect to Microsoft to use this feature for the first time, and you may need to reconnect to Microsoft periodically to update this feature. For more information, go [here](#). You may choose not to use this feature.
 11. Office Roaming Service. If you choose to sign into the software with your Microsoft account, you turn on the Office Roaming Service. Turning on the Office Roaming Service sends certain settings (including your list of Most Recently Used Documents, your custom dictionary, and your visual themes) online to Microsoft servers, where they are stored and downloaded to your computer the next time you sign into the service with your Microsoft account. For more information about the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.
6. PROOF OF LICENSE
1. Genuine proof of license. If you acquired the software in a physical package, your proof of license is the genuine Microsoft Certificate of Authenticity label with the accompanying genuine product key, and your proof of purchase. If you acquired and downloaded the software online, your proof of license is the genuine Microsoft product key or PIN for the software that you received with your purchase, and your proof of purchase from an authorized electronic supplier of genuine Microsoft software. Proof of purchase may be subject to verification by your merchant's records.
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If you live in Japan or acquired the software while you lived in Japan, we grant you the following rights under our licenses:

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You must be a "CANEX Authorized Patron" to license software marked as "Canadian Forces" edition. To be a CANEX Authorized Patron, you must be a

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- in receipt of a DND pension;
- 4. Permanent full-time or part-time Non-Public Fund (NPF) or DND employee or and their spouse;
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- 6. Qualifying foreign military personnel;
- 7. Retired NPF employee in receipt of an NPF pension;
- 8. Full time employee of Alternative Service Delivery contractors;
- 9. Widow of CF personnel receiving a benefit under the Child Family Services Act, Defence Services Pension Contribution Act, or the Pension Act or the War Veterans Allowance Act;
- 10. Member of the Canadian Corps of Commissionaires when residing or employed on a Base/Wing; or
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The Canadian Forces edition software is not licensed for use in any commercial, non-profit, or revenue-generating activities.

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1. an employee of an organization that has a Microsoft Volume License agreement with Software Assurance, and
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1. [Office 2013 Privacy Statement](#)
2. [Arbitration Procedure](#)

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For Australia only: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How does Microsoft use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve its products and services. In certain circumstances, Microsoft also shares it with others. For example, Microsoft shares error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that Microsoft may use and disclose the information as described in Microsoft's [Privacy Statement](#).

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What about upgrading or converting the software? If you install the software covered by this agreement as an upgrade or conversion to the existing software you acquired with the licensed computer, then the upgrade or conversion replaces the original software that you are upgrading or converting from. You do not retain any rights to the original software after you have upgraded and you may not continue to use it or transfer it in any way. This agreement governs your rights to use the upgrade software and replaces the agreement for the software from which you upgraded.

ADDITIONAL TERMS

1. LICENSE RIGHTS AND MULTI USER SCENARIOS

1. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the software. A hardware partition or blade is considered to be a computer.
2. Multiple or Pooled Connections. You may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.
3. Use in a Virtualized Environment. If you use virtualization software, including client hyper-v, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to use only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.
4. Remote access. The user that primarily uses the licensed computer is the "primary user." The primary user may access and use the software installed on the licensed device remotely from any other device, as long as the software installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, you may allow others to access the software simultaneously only to provide you with technical support.

2. BINDING ARBITRATION AND CLASS ACTION WAIVER

1. Application. This Section B applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, THE MANUFACTURER'S OR INSTALLER'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
2. Notice of Dispute. In the event of a dispute, you or the manufacturer or installer must give the other a Notice of Dispute, which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. Send it by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. The manufacturer or installer will send any Notice of Dispute to your U.S. Mail address if available, or otherwise to your e-mail address. You and the manufacturer or installer will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or the manufacturer or installer may commence arbitration.
3. Small Claims Court. You may also litigate any dispute in small claims court in your county of

residence or the manufacturer's or installer's principal place of business, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

4. **BINDING ARBITRATION.** IF YOU AND THE MANUFACTURER OR INSTALLER, OR MICROSOFT, DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
5. **CLASS ACTION WAIVER.** ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU, THE MANUFACTURER OR INSTALLER, NOR MICROSOFT, WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, AS A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.
6. **Arbitration Procedure.** Any arbitration will be conducted by the American Arbitration Association (the "AAA"), under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the software, the AAA Supplementary Procedures for Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. For more information, see adr.org or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in the manufacturer's or installer's principal place of business. The manufacturer or installer agrees to commence arbitration only in your county of residence. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.
7. **Arbitration Fees and Incentives.**

Any arbitration will be conducted by the American Arbitration Association (the "AAA"), under its Commercial Arbitration Rules. If you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the software, the AAA Supplementary Procedures for Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. For more information, see adr.org or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or in the manufacturer's or installer's principal place of business. The manufacturer or installer agrees to commence arbitration only in your county of residence. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

1. **Disputes Involving \$75,000 or Less.** The manufacturer or installer will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject the manufacturer's or installer's last written settlement offer made before the arbitrator was appointed ("last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than the last written offer, the manufacturer or installer will give you three incentives: (1)

pay the greater of the award or \$1,000; (2) pay twice your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts.

2. Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
3. Disputes Involving Any Amount. In any arbitration you commence, the manufacturer or installer will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration the manufacturer or installer commences, it will pay all filing, AAA, and arbitrator's fees and expenses. It will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.
8. Claims or Disputes Must be Filed Within One Year. To the extent permitted by law, any claim or dispute under this agreement to which Section B applies must be filed within one year in small claims court (Section B.3) or in arbitration (Section B.4). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.
9. Severability. If the class action waiver in Section B.5 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section B (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section B is found to be illegal or unenforceable, that provision will be severed with the remainder of Section B remaining in full force and effect.
10. Third-Party Beneficiary. Microsoft Corporation is not a party to this agreement but is a third-party beneficiary of your and the manufacturer's or installer's agreement to resolve disputes through informal negotiation and arbitration. If your dispute is with Microsoft, Microsoft agrees to do everything the manufacturer or installer agrees to do in Section B, and you agree to do everything regarding Microsoft that Section B requires you to do regarding the manufacturer or installer. Mail a Notice of Dispute with Microsoft to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. You may commence an arbitration or small claims court case against Microsoft in your county of residence or King County, Washington.

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4. ACTIVATION

1. More on How Activation Works. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, license version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see microsoft.com/piracy/activation.msp. If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. In either case, Internet and telephone service charges may apply.
2. Re-activation. Some changes to your computer components or the software may require re-activation of the software.
3. Activation Failure. During online activation, if the licensing or activation functions of the

software are found to be counterfeit or improperly licensed, activation will fail. The software will notify you if the installed copy of the software is improperly licensed. In addition, you will receive reminders to obtain a properly licensed copy of the software.

4. Updates and Upgrades. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. Certain upgrades, support, and other services may be offered only to users of genuine Microsoft software. To identify genuine Microsoft software, see howtotell.com.

5. INTERNET-BASED FEATURES; PRIVACY

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the computer on which the software is installed. Microsoft uses this information to make the Internet-based features available to you, in accordance with the [Office 2013 Privacy Statement](#). Some Internet-based features may be delivered at a later date via Microsoft's Update service.

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5. Office 2013 on Windows 8. If you are running the software on a Windows 8 computer and you have enabled the software's online features and content, signing into Windows 8 with a Microsoft account will automatically sign you into the software using the same Microsoft account. This allows you to store and access online files in OneDrive and enjoy the Office Roaming Service without being asked to reenter your Microsoft account username and password. For more information about signing into the software with a Microsoft account and the Office Roaming Service, see the Office 2013 Privacy Statement linked at the end of this agreement.
6. Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet,

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7. Automatic Update. Software with Click-to-Run technology may periodically check with Microsoft for updates and supplements to the software. If found, these updates and supplements might be automatically downloaded and installed on your licensed computer.
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1. OVERVIEW.

1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on

- the number of operating system environments (OSEs) in which the server software is run, and
- the number of devices and users that access instances of server software.

1.3 Licensing Terminology.

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating

system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

(ii) instances of applications, if any, configured to run on the operating system instance or part identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g., Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

2. USE RIGHTS.

2.1 Assigning the License to the Server.

- a) Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.
- b) You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.2 Running Instances of the Server Software. Once you have assigned the license to the server, you may run any number of instances of the server software in up to four OSEs (physical and/or virtual) on the licensed server at a time, provided that:

(a) if you are running the software in a physical OSE, the OSE may access up to 20 physical cores at any time, and

(b) if you are running the software in one or more virtual OSEs, that group of OSEs may access up to 20 hardware threads at any time.

2.3 Assigning Additional Licenses. You may assign more than one license to a server. For each additional license you assign, you may run any number of instances of the server software in up to four additional virtual OSEs on the licensed server at any time. That group of up to four OSEs may access up to 20 additional hardware threads at any time.

2.4 Alternative Versions and Editions. In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a lower edition.

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2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

- Client Tools Connectivity
- Documentation Components

2.6 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

- (a) You may create any number of instances of the server software and additional software.
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
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3.1 Client Access Licenses (CALs). You must acquire and assign a SQL Server 2014 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device. Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. You do not need CALs for:

- any of your servers licensed to run instances of the server software, or
- up to two devices or users to access your instances of the server software only to administer those instances.

3.2 Types of CALs. There are two types of CALs, one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

3.3 Reassignment of CALs.

- (a) You may permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- (b) temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

3.4 Multiplexing. Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

3.5 No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

3.6 Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

3.7 SQL Server Reporting Services Map Report Item. Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

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