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NOV 14 2017

JAMES N. HATTEN, Clerk
Deputy Clerk

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MICROSOFT CORPORATION

Plaintiff,

v.

**JOHN DOES 1-51,
CONTROLLING MULTIPLE
COMPUTER BOTNETS
THEREBY INJURING
MICROSOFT AND ITS
CUSTOMERS**

Defendants.

) **CASE NO.**

) **1:17-CV-4566**


) **FILED UNDER SEAL**

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

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INTRODUCTION

1. Plaintiff Microsoft Corporation ("Microsoft") complains and alleges as follows against John Doe Defendants 1-51, who have illegally created and are using for criminal purposes global networks of interconnected computers known as a "botnet." The Defendants have infected devices with malicious software ("malware") known as "Gamarue" (also sometimes referred to as "Andromeda" or "Wauchos").

2. Defendants have used and continue to use the botnet for a variety of illegal activities. Defendants primarily use the Gamarue malware to surreptitiously load at least 80 additional types of malware onto victim computers to expand the scale of crimes committed on unsuspecting computer owners and on the public at large. This “devil’s brew” of malware includes dropping ransomware onto Gamarue infected computers, which then spreads the ransomware to a victim’s computer until ransom is paid, denial of service attacks that flood legitimate sites on the Internet with web traffic that renders them inoperable, and password stealers that collect victims’ banking credentials. Defendants control Gamarue through a command and control server infrastructure (the “C2 servers”) hosted at and operated through the Internet domains set forth in **Appendix A** to this Complaint (the “Malware Domains”).

NATURE OF THE ACTION

3. This is an action based upon: (1) The Computer Fraud and Abuse Act, 18 U.S.C. § 1030; (2) The Georgia Computer Systems Protection Act, O.C.G.A. § 16-9-93; (3) The Lanham Act, 15 U.S.C. § 1114 et seq.; (4) The Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-372; (5) Trespass; (6) Conversion; (7) Tortious Interference with Contractual or Business Relations; (8) Unjust Enrichment; and (9) The Racketeer Influenced and Corrupt Organizations Act, 18

U.S.C. § 1962. Microsoft seeks injunctive and other equitable relief and damages against the cybercriminals who operate and control the botnets through the Gamarue malware C2 servers. Defendants, through their illegal activities involving Gamarue, have caused and continue to cause irreparable injury to Microsoft, its customers, and the public.

4. Plaintiff Microsoft is a corporation organized under the laws of the State of Washington, having its headquarters and principle place of business in Redmond, Washington.

5. Microsoft is informed and believes that **John Doe Defendants 1-5** (the “Coder Defendants”) created, maintain, provide updates for, distribute, market, promote, rent, and/or sell the Gamarue malware to cybercriminals to use in furtherance of conduct designed to cause harm to Microsoft, its customers, and the public. The Coder Defendants initially wrote the Gamarue code and then commercialized that code by creating and selling Gamarue crime kits. The crime kits are available for sale on the Internet (e.g., via cybercrime forums) and allow other cybercriminals to quickly configure their own botnets giving rise to the widespread and growing number of Gamarue infections around the world. On information and belief, some Coder Defendants also carry out the acts of the Operator Defendants, which are discussed below.

6. Microsoft is informed and believes that **John Doe Defendants 6-51** (the “Operator Defendants”) are the cybercriminals who have purchased or otherwise obtained from the Coder Defendants, the Gamarue crime kits to create and run their own botnets.

7. Accordingly, the Coder Defendants and the Operator Defendants (collectively, the “Defendants”) own, rent, lease, or otherwise have dominion over the botnets and C2 servers to control, maintain, and do business through the botnets.

8. The identities and specific locations of the Defendants are currently unknown. The Gamarue C2 servers are comprised of Internet domains, name servers, and IP addresses that are part of an interconnected global network. Defendants use common tools, a common codebase, and common tactics to establish and run the botnets.

9. The Defendants receive support and instructions on how to configure and operate Gamarue malware from the Coder Defendants. Gamarue is a criminal enterprise, comprised of Defendants who develop, commercialize, support, and implement Gamarue malware using infrastructure designed for the purpose of carrying out the botnet’s global criminal activity.

10. Microsoft will amend this complaint to allege the Doe Defendants’ true names and capacities when ascertained. Microsoft will exercise due diligence to

determine Doe Defendants' true names, capacities, and contact information, and to effect service upon those Doe Defendants.

11. On information and belief, each of the fictitiously named Doe Defendants is responsible in some manner for the occurrences alleged, and Microsoft's injuries were proximately caused by the Doe Defendants.

12. The actions and omissions alleged in this Complaint were undertaken by each Defendant individually, were actions and omissions that each Defendant authorized, controlled, directed, or had the ability to authorize, control or direct, and/or were actions and omissions for which each Defendant is liable. Each Defendant aided and abetted the actions of the Defendants as set forth below, in that each Defendant had knowledge of those actions and omissions, provided assistance, and benefited from those actions and omissions, in whole or in part. Each of the Defendants was the agent of each of the remaining Defendants, and in doing the things alleged in this Complaint, was acting within the course and scope of such agency and with the permission and consent of other Defendants.

13. Set forth in **Appendix A** are the identities of and contact information for third party domain registries that manage the domains used by the Defendants to host and operate the Gamarue C2 servers.

JURISDICTION AND VENUE

14. This action arises out of Defendants' violation of The Computer Fraud and Abuse Act (18 U.S.C. § 1030), The Lanham Act (15 U.S.C. §§ 1114 et seq.), and The Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. § 1962). Therefore, the Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1331. This is also an action for state law violations of The Georgia Computer Systems Protection Act (O.C.G.A. § 16-9-93), The Uniform Deceptive Trade Practices Act (O.C.G.A. § 10-1-372), conversion, trespass, tortious interference with contractual or business relations, and unjust enrichment, of which this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

15. Defendants have directed actions at Georgia, including the division of Atlanta, by directing malicious computer code at the computers of individual users located there, and infecting those user computers with the malicious Gamarue code. Microsoft is aware of at least 240 computers in Atlanta alone that have encountered Defendants' malware between July 2016 and September 2017. **Figure 1**, below, is a map showing Gamarue encounters in the Northern District of Georgia since as early as 2011, which occur predominantly in the Atlanta area.

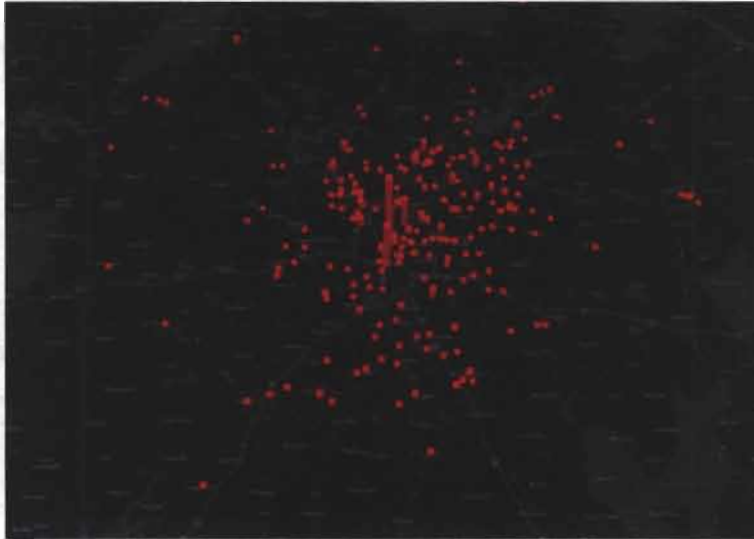


Fig. 1

16. All Defendants have undertaken the foregoing acts with knowledge that such acts would cause harm through victim computers located in Georgia, thereby injuring Microsoft, its customers, and others in Georgia and elsewhere in the United States. Therefore, this Court has personal jurisdiction over them.

17. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this judicial district. A substantial part of the events or omissions giving rise to Microsoft's claims occurred in this judicial district, and a substantial portion of the property and individuals harmed through such acts are located in this district. A substantial number of computers infected with malware are located in the state of Georgia and specifically the city of Atlanta. Venue is also proper in this judicial district under 28 U.S.C. § 1391(c) because the Defendants are subject to personal jurisdiction in this judicial district.

FACTUAL BACKGROUND

Microsoft's Services and Reputation

18. Plaintiff Microsoft® is a provider of the Windows® operating system; the Internet Explorer® browser; and a variety of other software and services. Microsoft has invested substantial resources in developing high-quality products and services. Due to the high quality and effectiveness of Microsoft's products and services and the expenditure of significant resources by Microsoft to market those products and services, Microsoft has generated substantial goodwill with its customers, establishing strong and famous world-wide symbols that are well recognized within its channels of trade. Microsoft has registered trademarks representing the quality of its products and services and its brand, including the Microsoft®, Windows®, Internet Explorer®, and other marks. True and correct copies of Microsoft's trademark registrations are attached as **Appendix B**.

Computers Infected With Gamarue Malware Become Part of a Botnet

19. When a computer is infected with the Gamarue malware, it becomes part of a "botnet." A botnet is a collection of individual computers, each running malware that allows communications between the infected computers and one or more server computers controlled by the distributor of the malware, typically referred to as the C2 servers.

20. In **Figure 2**, below, the infected victim computers controlled by the cybercriminal through the C2 servers are depicted in red below, with the blue lines representing Internet communications between the infected victim computers and the C2 servers.

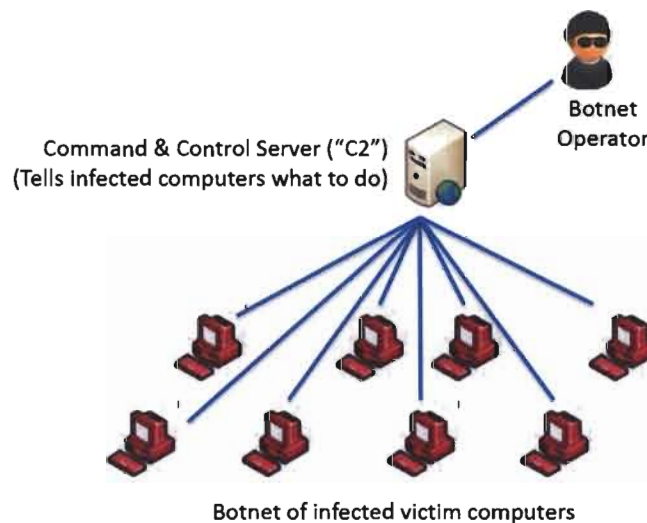


Fig. 2

21. Through the C2 servers, cybercriminals or "bot herders" are able to control the infected computers, steal information from the infected computers, provide instructions or additional malware modules to the infected computers, and upload data from and obtained by the infected computers. Cybercriminals often use botnets because of their ability to support a wide range of illegal conduct, their resilience against attempts to disable them, and their ability to conceal the identities of the malefactors controlling them.

22. Botnets provide a very efficient means of controlling large numbers of computers and targeting any action internally against the contents of those computers or externally against other computers on the Internet. The third parties running the botnet can use the network of infected personal computers for various nefarious and criminal activities, including spam, denial of service attacks on other computers connected to the Internet, theft of financial and banking data, eavesdropping, stalking, and other schemes. Access to the compromised personal computers can also be sold, rented, leased, or swapped by one criminal group to another.

The Gamarue Botnet Infrastructure

23. Microsoft has carefully studied the Gamarue botnet architecture, design, and functions. The Gamarue botnet consists of two tiers: (1) the infection tier and (2) the C2 server tier. The infection tier is comprised of infected personal computers owned by innocent and unsuspecting people. These personal computers might be office or home desktop computers, laptop computers, computers in public libraries, computers located on Microsoft's campus, and so forth.

24. Computers can become infected in one of several ways. A person may use an infected thumb-drive borrowed from a friend or colleague that contains the malware; access a malicious link or compromised website on which the malware

downloader is staged (including social media); or download other malware containing instructions to download Gamarue. For example, a victim might receive a social media post that appears to be from a friend or family member, but is really sent from one of the Defendants. The post will include a link—when the victim clicks on the link, the Gamarue malware is secretly downloaded to the victim's computer.

25. **Figure 3**, below, provides schematic overview of how the Gamarue botnet ecosystem operates.

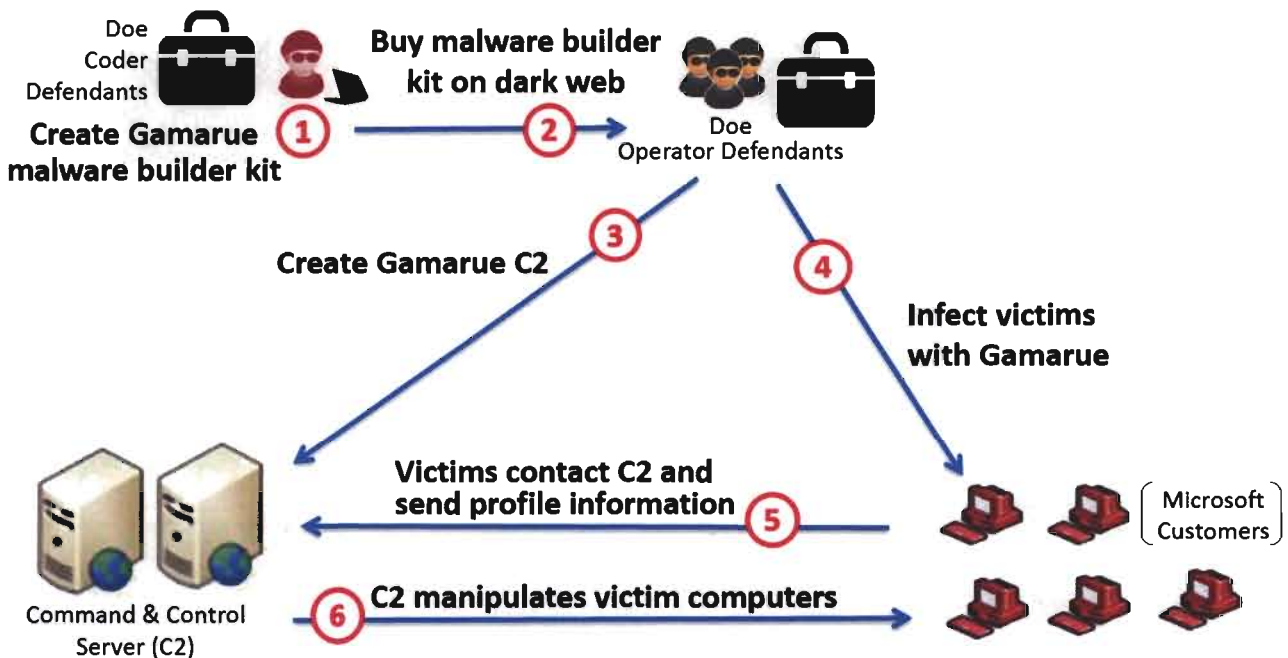


Fig. 3.

a. Step One: The Coder Defendants develop the Gamarue malware and offer it for sale in a malware builder kit.

b. Step Two: The Operator Defendants acquire the builder kit from the Coder Defendants and use it to create and operate a Gamarue botnet, as shown in steps 3–6.

c. Step Three: The Operator Defendants create a series of C2 servers, which act as the infrastructure for the botnet. Microsoft has detected at least 464 Gamarue botnets utilizing at least 1,214 different domain names (though not all 1,214 domains are currently active).

d. Step Four: The Operator Defendants infect the Microsoft Windows operating system on victim computers with the Gamarue malware.

e. Step Five: Upon infection, the Gamarue malware causes the victim computers to contact the C2 servers to provide information about the victim computers. This information includes a volume serial number for the victim computer (this is used as a bot ID for the computer), the Gamarue version with which the computer has been infected, the operating system that is running on the victim computer, the local IP address for the victim computer, an indication as to whether the victim account has administrative rights on the victim computer, and the keyboard language setting for the victim computer.

f. Step 6: The Operator Defendants use the C2 servers to manipulate the victim computers by communicating with the Gamarue malware on the infected computers. As will be discussed in more detail below, criminal actors like the Operator Defendants primarily use the Gamarue malware to load at least 80 additional separate types of malware onto victim computers. This expands the scale of crimes committed against unsuspecting computer owners and on the public at large. Defendants can also use the Gamarue C2 servers to download, install, or remove additional plugins; update the Gamarue malware; uninstall the Gamarue malware; spy on the victim by capturing keystrokes and mouse actions and viewing the victim's desktop; capture any data (e.g., credentials) submitted by a victim online; and turn the computer into a proxy server for serving malware to other computers on the Internet. Most, if not all, owners of Gamarue-infected computing devices are unaware that their machines are infected and operating as part of the Gamarue derived botnets. Even with professional assistance, it can be very difficult to clean an infected computer.

26. All of the above-described acts are carried out without authorization from Microsoft or the operators of the infected computers.

27. Gamarue has spread prolifically around the world. As many as three and four million computers encounter the Gamarue malware each month. Over 250 countries and territories have been affected by Gamarue, and at least 464 independent Gamarue derived botnets are in operation globally.

Defendants Use Domains to Communicate with the Infected Computers

28. The C2 servers reside at locations on the Internet referred to as domains. Each resource on the web, such as a website like cnn.com, can be accessed through a unique domain. This domain is often presented as a user friendly name like “cnn.com,” while it actually corresponds to a unique alphanumeric value IP address, such as 157.166.226.26. The IP address can be thought of as the physical location on the Internet that corresponds to a particular domain name. The C2 servers for the Gamarue derived botnets have used at least 1,214 domains that the Operator Defendants use to address and exchange information with the C2 servers (though not all 1,214 domains are currently active). To create an active domain, Operator Defendants must register the domain with any one of the many domain name registrars in the world. During the registration process, Defendants must associate the domain with one or more specific IP addresses.

29. Registrars obtain domain rights for their customers, such as the Operator Defendants, from registry services that are responsible for managing

domains. This includes facilitating the association between domain names and IP addresses. The registry service associates a domain registered by an entity with a name server. Either the registrar or the entity that registered the domain uses the name server to publish the IP address for the domain. **Appendix A** to this Complaint lists the six domains along with the registry service responsible for managing each domain.

30. Defendants carry out overall control of the Gamarue malware through the C2 servers and their associated domains. For example, Defendants rely on the domains in order to direct communications between the C2 servers and the infected computers. These communication channels enable Defendants to distribute instructions and malware to the infected computers, as well as to receive information that is uploaded by the infected computers to the C2 servers.

31. If these communication channels are severed, Defendants can no longer exercise control over the infected computers. Accordingly, Microsoft seeks to have the Court issue a temporary restraining order and subsequent preliminary injunction that requires the registry services listed in **Appendix A** to work with Microsoft to put network infrastructure in place to route victim computer communications intended for the Gamarue domains to a Microsoft-controlled safe server. Microsoft will then be able to both identify and notify victim owners to assist in providing

advice on the removal of the Gamarue malware, as well as any additional malware delivered using Gamarue malware, which themselves may be communicating with other C2 infrastructure.

Gamarue Is Available as a “Crime Kit” for Download

32. As discussed above, there are two classes of Defendants. The Coder Defendants initially wrote the Gamarue code and then commercialized that code by creating and selling Gamarue crime kits. The crime kits are available for sale on the Internet (e.g., via cybercriminal forums) and allow other cybercriminals to quickly configure their own Gamarue derived botnets. The Operator Defendants are the cybercriminals who have purchased or otherwise obtained from the Coder Defendants the Gamarue crime kits to create and run their own Gamarue derived botnets. The Operator Defendants hire other Defendants to carry out malicious acts with the Gamarue malware on behalf of the Operator Defendants.

33. The Gamarue crime kit includes a Gamarue builder tool that has certain built-in functionality. It also includes several different plugins, some of which are part of the standard crime kit, and some of which are available for an additional cost. Thus, the Coder Defendants monetize the crime kit through plugin purchases by the Operator Defendants. The Defendants employ the Gamarue crime kit and associated

plugins, without authorization from Microsoft or the operators of the infected computers.

34. There are numerous commands that are built into the Gamarue crime kit and can be issued as a task from a C2 server.

35. In addition to the built-in functionality, several different plugin functionalities are available for Operator Defendants to purchase and install on victim computers.

36. Several of the functionalities enable Gamarue to resist countermeasures. First, Gamarue is a “rootkit” infection, which means that it installs itself at the deepest layers of Windows, and will conceal itself on the user’s computing device by hiding its files and making changes to the Windows Registry.

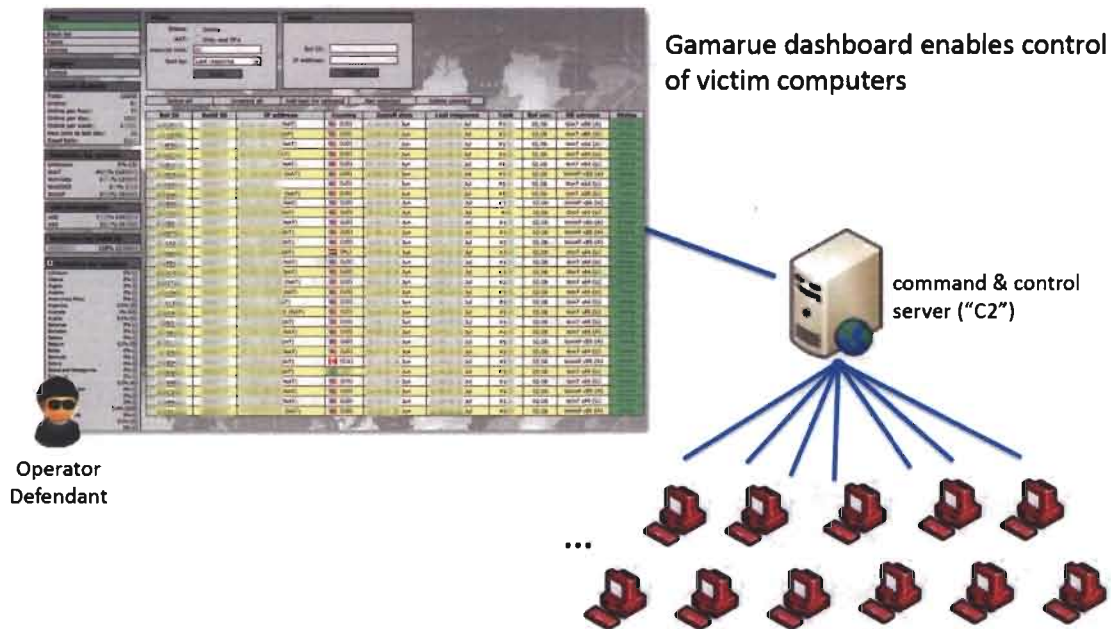
37. Additionally, various functions enable the botnet operator to uninstall plugins, or even uninstall the Gamarue malware altogether, thus covering the Defendants’ tracks. Furthermore, Gamarue surreptitiously tampers with the operating systems of infected computers by disabling Firewall, Windows Update, and User Account Control functions—this functionality cannot be re-enabled until the Gamarue infection has been removed from the infected computer.

38. Gamarue has also deployed certain countermeasures that prevent analysis by researchers and law enforcement. For example, prior to infection,

Gamarue checks a pre-compiled list of the processes running on a potential victim's machine and, if the machine is found to be running a process that may be associated with researchers or law enforcement (e.g., processes related to virtual machines or sandboxing), Gamarue will not infect that machine.

39. Other functionalities permit a botnet operator to spy on victims' online activities. For example, both the Keylogger and Formgrabber plugins facilitate the theft of usernames and passwords. This stolen information is transferred to the C2 server, where the botnet operator can collect it for later use. Additionally, the TeamViewer plugin enables remote control, spying, and file transfer by the Defendants.

40. Gamarue malware includes a control dashboard functionality, depicted in the illustration in **Figure 4**, below, that allows Operator Defendants to easily inflict all of the above operations on multitudes of infected computers. A Operator Defendant simply selects infected computers from the dashboard and directs malware downloads or other malicious instructions to them through the C2 server.



Harm Inflicted By Gamarue

41. Criminal actors, like the Defendants, primarily use the Gamarue malware to load at least 80 additional types of malware onto victim computers. This additional malware increases the scope of harm that is inflicted on unsuspecting computer owners and the public at large. The additional malware can be categorized into ten different families of malware:

- a. Backdoor: This malware facilitates bypassing normal computer security and authentication features, thereby granting cybercriminals unauthorized remote access to a victim's computer.

- b. DDoS: Distributed Denial of Service (“DDoS”) malware is used to carry out a type of cyberattack called a Denial of Service (“DoS”) attack. This involves using multiple compromised systems (e.g., infected computers in a botnet) to simultaneously target a single computer system. For example, a botnet herder can cause all of the infected computers in his botnet to simultaneously flood the target computer system with requests, thereby overloading the target computer system and making it impossible for the target computer system to respond to legitimate requests. This effectively shuts down the target computer system. For example, a DDoS attack may be used against a government computer system to shut it down and prevent legitimate users from accessing it.
- c. Password stealing: This malware typically lies dormant on a victim’s computer until the victim accesses a website (or other secure resource) that requires providing user credentials, such as when the victim navigates to a bank website. Then the malware steals the victim’s credentials and sends the credentials to cybercriminals.

- d. Ransomware: This malware installs covertly on a victim's computer and then secretly encrypts the victim's files, including photos, documents, and others. This encryption blocks the victim's access to the files. The victim is then notified, and payment is demanded in order to decrypt the files. Many times, even after the victim has paid the ransom, the victim's files are left encrypted and are thus permanently lost.
- e. Spammer: This malware uses a victim's computer to send unsolicited bulk messages ("spam") to other computers. These messages often include links to nefarious websites, contain malware or other potentially harmful content, or promote fraud or other schemes. In many cases, the victim's computer appears as the sender of the spam.
- f. Trojan: A trojan (or "Trojan horse") is a type of malware that misleads a victim (or the victim's computer) with respect to its true nature. For example, trojan malware can be disguised as legitimate software.
- g. Trojan downloader: This is a special type of trojan malware that secretly downloads and installs malware onto a victim's

computer. The trojan downloader tricks a victim into believing that legitimate data or software is being downloaded (e.g., an email attachment or video codec update).

- h. VirTool: This category includes many different programs that are used by other malware in order to facilitate the operation of the other malware (e.g., an obfuscator that aids malware in evading detection by security software on a victim's computer).
- i. Worm: This malware replicates itself in order to spread the infection to other computers.
- j. Unknown: This category encompasses malware that has been detected by Microsoft, but that has not yet been identified or classified.

42. Because the Gamarue malware is used to load these additional families of malware onto victims' computers, the Gamarue malware exposes victims to all of the harms outlined above.

43. Furthermore, the installation of the Gamarue malware, in and of itself, damages the victims' computers, the Windows operating system, and the applications on the victims' computers, because Gamarue makes changes at the deepest and most sensitive levels of an infected computer's operating system,

including the kernel, registry, and system files. Additionally, the Gamarue plugins discussed above allow Defendants to spy on victims and steal passwords and other valuable information, among other harmful activities.

44. Victims are usually unaware of the fact that their computing devices are infected and have become part of a Gamarue derived botnet. Many victims of Gamarue will never learn that they are infected, or, if they do determine that they are infected, they will have a very difficult time in removing the infection and in restoring the security features of their computers. Even with professional assistance, cleaning an infected computer can be exceedingly difficult, time-consuming, and frustrating.

45. In addition to the harm inflicted on individual victims, Gamarue also irreparably harms Microsoft by damaging its reputation, brands, and customer goodwill. The Gamarue malware physically alters and corrupts the products that Microsoft owns and licenses to its customers, such as the Windows operating system. The Windows operating system is owned by Microsoft and licensed to its users. Attached hereto as **Appendix C** are true and correct copies of the end-user license agreements for Windows 2000, Windows XP, Windows Vista, Windows 7, Windows Server 2003, Windows Server 2000, Windows 8, Windows Server 2008, and Windows 10, all of which are specifically targeted by Gamarue. In effect, once

infected, altered, and controlled by Defendants, the Windows operating system ceases to operate normally and becomes a tool for Defendants to conduct their theft. Yet the Windows operating system continues to bear the Microsoft Windows trademark. This is intended to, and does, mislead Microsoft's customers into believing the Windows operating system is functioning normally. These alterations and corruptions are carried out without the authorization of Microsoft or its victimized customers that own the infected computers.

46. The Formgrabber plugin surreptitiously installs on an infected computer at the direction of a Defendant and attaches to the Internet Explorer browser without authorization from Microsoft or its customers that license Internet Explorer from Microsoft for use on their computers. Once installed, the Defendants use the Formgrabber to siphon off information that the infected computer owner enters into Internet Explorer. This may include usernames and passwords for online accounts, such as email and banking institution accounts. Yet the Internet Explorer browser continues to bear Microsoft's Internet Explorer trademark. This is intended to, and does, mislead Microsoft's customers into believing that Internet Explorer is functioning normally, when in reality it is surreptitiously augmented by the Formgrabber plugin.

47. Because the adulterated products continue to bear Microsoft's trademarks, customers may, and often do, incorrectly attribute to Microsoft the negative impact of Gamarue and any additional malware downloaded to their computing devices as a result of the Gamarue malware. This injures Microsoft and its reputation, brand, and goodwill and creates a serious risk that customers may abandon Microsoft's products. Once customers abandon Microsoft's products, there are significant challenges to winning back such customers, given the cost the customers bear to switch to new products and perceived risks based on their negative experiences with the Microsoft products that were adulterated by Gamarue.

48. Microsoft devotes significant computing and human resources to combating Gamarue and other malware infections, helping customers determine whether or not their computing devices are infected, and, if so, cleaning them. These efforts require in-depth technical investigations and extensive efforts to calculate and remediate harm caused to Microsoft's customers. Furthermore, Microsoft must also incorporate security features into its Windows operating system in an attempt to prevent Gamarue infections and combat the harm caused by the Gamarue malware.

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Defendants Work Together in a Common Operation to Create, Control, Maintain, and Operate the Gamarue Derived Botnets

49. Microsoft is informed and believes and thereupon alleges that the evidence regarding these activities of Defendants, as well as the common code and characteristics of the infected computing devices in the Gamarue malware, demonstrate that Defendants—acting in concert with each other—control the botnet. Upon information and belief, the Gamarue malware that Defendants install on users’ computing devices all share common code and characteristics. The Gamarue bots use similar configuration files, which share similar structures and use similar commands to command and to control Gamarue-infected computing devices. Defendants rely on common domains, name servers, and IP addresses that comprise the Gamarue C2 servers.

50. Accordingly, Defendants work together in a continuous and coordinated manner to control, operate, distribute, maintain, lease, and rent the botnets. Defendants thus formed an associated enterprise (“Gamarue Enterprise”) with a common purpose of developing and operating Gamarue derived botnets around the world.

51. Defendants have participated in the Gamarue Enterprise by: (1) generating Gamarue malware to infect victims’ computing devices; (2) deploying the Gamarue derived botnets under a common botnet name; (3) creating and

maintaining the Gamarue C2 infrastructure consisting of server computers connected to the Internet through which Defendants communicate with the infected computing devices; (4) using one or more means to cause computing devices to become infected with Gamarue; (5) using the Gamarue-infected computing devices around the world to steal sensitive identification and account information; (6) damaging Microsoft-owned and licensed software, including Windows and Internet Explorer, by corrupting these programs' behavior and converting them into instruments of criminality; and (7) exploiting the famous brands and trademarks of Microsoft to mislead its customers and consequently causing severe harm to Microsoft's brands, trademarks, reputation, and goodwill.

52. As set forth in detail herein, Defendants have used the Gamarue malware to steal information, spread Gamarue, and spread other malware infections.

FIRST CLAIM FOR RELIEF

(Violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030)

53. Microsoft realleges and incorporates by reference the allegations contained in paragraphs 1 through 51 above.

54. Defendants: (a) knowingly and intentionally accessed Microsoft customers' protected computers and Microsoft's protected computers without authorization or in excess of any authorization and thereby obtained information

from the protected computers in a transaction involving an interstate or foreign communication (18 U.S.C. § 1030(a)(2)(C)), (b) knowingly and with an intent to defraud accessed the protected computers without authorization or in excess of any authorization and obtained information from the computers, which Defendants used to further the fraud and obtain something of value (18 U.S.C. § 1030(a)(4)); (c) knowingly caused the transmission of a program, information, code and commands, and as a result of such conduct intentionally caused damage without authorization to the protected computers (18 U.S.C. § 1030(a)(5)(A)); (d) Intentionally accessed the protected computers without authorization, and as a result of such conduct, recklessly caused damage (18 U.S.C. § 1030(a)(5)(B)); and/or (e) intentionally accessed the protected computers without authorization, and as a result of such conduct caused damage and loss (18 U.S.C. § 1030(a)(5)(C)).

55. Defendants' conduct has caused a loss to Microsoft during a one-year period aggregating at least \$5,000.

56. Microsoft has suffered damages resulting from Defendants' conduct.

57. Microsoft seeks compensatory and punitive damages under 18 U.S.C. § 1030(g) in an amount to be proven at trial.

58. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which Microsoft has no adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

SECOND CLAIM FOR RELIEF

**(Computer Theft Under the Georgia's Computer Systems Protection Act,
Ga. Code Ann. § 16-9-93)**

59. Microsoft realleges and incorporates by reference the allegations contained in paragraphs 1 through 57 above.

60. Defendants accessed Microsoft customers' computers and Microsoft's computers and computer networks with the knowledge that their use is without authority.

61. Defendants accessed Microsoft customers' computers and Microsoft's computers and computer networks with the intention to take and appropriate those computers or networks to use as part of the botnet, to facilitate the Gamarue malware, to steal data from those computers, and/or to carry out further illicit and harmful activities.

62. Defendants accessed Microsoft customers' computers and Microsoft's computers and computer networks with the intention to obtain data from those computers or networks by deceitful means or practice. Coder Defendants designed the Gamarue malware to infect user computers without their knowledge or consent,

and have further designed the malware to conceal and protect itself from detection and removal. Operator Defendants utilize Gamarue to control and/or access user computers without their knowledge or consent.

63. Microsoft's computers and computer networks have been damaged as a result of Defendants' conduct.

64. Microsoft has suffered damages resulting from Defendants' conduct.

65. Microsoft seeks compensatory damages under Ga. Code Ann. § 16-9-93(g)(1) in an amount to be proven at trial.

66. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which Microsoft has no adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

THIRD CLAIM FOR RELIEF

(Computer Trespass Under the Georgia's Computer Systems Protection Act, Ga. Code Ann. § 16-9-93)

67. Microsoft realleges and incorporates by reference the allegations contained in paragraphs 1 through 65 above.

68. Defendants accessed Microsoft customers' computers and Microsoft's computers and computer networks with the knowledge that their use is without authority.

69. Defendants accessed Microsoft customers' computers and Microsoft's

computers and computer networks with the intention to delete or remove, either temporarily or permanently, data from those computers or networks.

70. Defendants accessed Microsoft customers' computers and Microsoft's computers and computer networks with the intention to obstruct, interrupt, or otherwise interfere with the use of a computer program or data.

71. Defendants accessed Microsoft customers' computers and Microsoft's computers and computer networks with the intention to alter, damage, or otherwise cause the malfunction of those computers or networks.

72. Microsoft's computers and computer networks have been damaged as a result of Defendants' conduct.

73. Microsoft has suffered damages resulting from Defendants' conduct.

74. Microsoft seeks compensatory damages under Ga. Code Ann. § 16-9-93(g)(1) in an amount to be proven at trial.

75. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which Microsoft has no adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

///

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///

FOURTH CLAIM FOR RELIEF

(Computer Invasion of Privacy Under the Georgia's Computer Systems Protection Act, Ga. Code Ann. § 16-9-93)

76. Microsoft realleges and incorporates by reference the allegations contained in paragraphs 1 through 74 above.

77. Defendants alter or delete data contained in Microsoft's computers and computer networks and Microsoft's users' computers networks.

78. Defendants do so with the intention of examining financial and personal data relating to Microsoft or its users.

79. Defendants are aware that their access of this information is without authority.

80. Microsoft's computers and computer networks have been damaged as a result of Defendants' conduct.

81. Microsoft has suffered damages resulting from Defendants' conduct.

82. Microsoft seeks compensatory damages under Ga. Code Ann. § 16-9-93(g)(1) in an amount to be proven at trial.

83. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which Microsoft has no adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

///

FIFTH CLAIM FOR RELIEF

(Trademark Infringement Under the Lanham Act, 15 U.S.C. § 1114 et seq.)

84. Microsoft incorporates by reference each and every allegation set forth in paragraphs 1 through 82 above.

85. Defendants have used Microsoft's trademarks in interstate commerce.

86. The Gamarue malware generates and uses unauthorized copies of Microsoft's trademarks in corrupted and sabotaged versions of the Windows operating system, including through the software operating from and through the Gamarue C2 server infrastructure. By doing so, Defendants are likely to cause confusion, mistake, or deception as to the origin, sponsorship, or approval of the fake and unauthorized versions of the Windows operating system.

87. As a result of their wrongful conduct, Defendants are liable to Microsoft for violation of the Lanham Act.

88. Microsoft seeks injunctive relief and compensatory and punitive damages in an amount to be proven at trial.

89. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is no adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

90. Defendants' wrongful conduct and unauthorized use of Microsoft's trademarks to promote, market, or sell products and services constitutes trademark infringement pursuant to 15 U.S.C. § 1114 et seq.

SIXTH CLAIM FOR RELIEF

(False Designation of Origin Under The Lanham Act, 15 U.S.C. § 1125(a))

91. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 89 above.

92. Microsoft's trademarks are distinctive marks that are associated with Microsoft and exclusively identify its businesses, products, and services.

93. Defendants make unauthorized use of Microsoft's trademarks. By doing so, Defendants create false designations of origin as to tainted Microsoft products that are likely to cause confusion, mistake, or deception.

94. As a result of their wrongful conduct, Defendants are liable to Microsoft for violation of the Lanham Act, 15 U.S.C. § 1125(a).

95. Microsoft seeks injunctive relief and compensatory and punitive damages in an amount to be proven at trial.

96. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

SEVENTH CLAIM FOR RELIEF

(Trademark Dilution Under The Lanham Act, 15 U.S.C. § 1125(c))

97. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 95 above.

98. Microsoft's trademarks are famous marks that are associated with Microsoft and exclusively identify its businesses, products, and services.

99. Defendants make unauthorized use of Microsoft's trademarks. By doing so, Defendants are likely to cause dilution by tarnishment of Microsoft trademarks.

100. Microsoft seeks injunctive relief and compensatory and punitive damages in an amount to be proven at trial.

101. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

EIGHTH CLAIM FOR RELIEF

**(Violation of The Uniform Deceptive Trade Practices Act,
Ga. Code Ann. § 10-1-372)**

102. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 100 above.

103. Defendants have and are engaged in acts or practices in violation of the prohibition against deceptive trade practices under O.C.G.A. § 10-1-372 et seq.

104. The Gamarue malware generates and uses unauthorized copies of Microsoft's trademarks in corrupted and sabotaged versions of the Windows operating system, including through the software operating from and through the Gamarue C2 servers. By doing so, Defendants are likely to cause confusion, mistake, or deception as to the origin, sponsorship, or approval of the fake and unauthorized version of the Windows operating system.

105. By making unauthorized use of Microsoft's trademarks, Defendants create false designations of origin as to tainted Microsoft products that are likely to cause confusion, mistake, or deception.

106. By making unauthorized use of Microsoft's trademarks, Defendants are likely to cause dilution by tarnishment of Microsoft trademarks.

107. Defendants' use of Microsoft's trademarks in the manner alleged constitutes deceptive trade practices.

108. Defendants have actual knowledge of Microsoft's rights at the time they used the Microsoft marks in connection with their illicit scheme. Thus, Defendants' actions were willful and deliberate.

109. Defendants' unfair business practices are recurring and harmful to Microsoft, consumers, and the public. These practices constitute unlawful, unfair, fraudulent, and deceptive business practices.

110. Microsoft seeks injunctive relief and compensatory and punitive damages in an amount to be proven at trial.

111. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

NINTH CLAIM FOR RELIEF

(Trespass to Chattels)

112. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 110 above.

113. Defendants' actions in the distribution of malware result in unauthorized access to the computers of Microsoft and its customers and result in harm to those computers.

114. Defendants intentionally cause this unauthorized conduct.

115. Defendants' actions have caused injury to Microsoft and its customers and imposed costs on Microsoft and its customers, including time, money and a burden on the computers of Microsoft and its customers, as well as injury to

Microsoft's business goodwill and diminished the value of Microsoft's possessory interest in its computers and software.

116. As a result of Defendants' unauthorized and intentional conduct, Microsoft has been damaged in an amount to be proven at trial.

117. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

TENTH CLAIM FOR RELIEF

(Conversion)

118. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 116 above.

119. Defendants interfered with and took possession of Microsoft's computers, which is in denial of and inconsistent with Microsoft's title and right to the possession and use of its property.

120. By infecting computers with the Gamarue malware, Defendants had possession, custody, and control of all or portion of Microsoft's computers and controlled or directed those computers to execute programs or other tasks without Microsoft's knowledge or consent.

121. Defendants' possession of all or portions of these computers was unlawful.

122. Defendants' actions deprived Microsoft of possession and use of its property.

123. As a result of Defendants' actions, Microsoft has been damaged in an amount to be proven at trial.

124. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

ELEVENTH CLAIM FOR RELIEF

(Tortious Interference with Contractual or Business Relations)

125. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 123 above.

126. Defendants have acted improperly and without privilege by creating, distributing, promoting, and supporting the Gamarue malware and botnet.

127. Defendants have further acted improperly and without privilege by infecting Microsoft's and its customers' computers with the Gamarue malware and recruiting those computers to be part of a botnet.

128. Defendants acted purposefully and with malice and the intent to injure Microsoft and its customers.

129. Defendants have altered the functionality and degraded the performance of Microsoft's products, including the Microsoft operating system.

130. By altering and degrading the performance of Microsoft's products, Defendants have induced Microsoft's customers to discontinue using Microsoft's products and services.

131. As a result of Defendants' unauthorized and intentional conduct, Microsoft has been damaged in an amount to be proven at trial.

132. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

TWELFTH CLAIM FOR RELIEF

(Unjust Enrichment)

133. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 131 above.

134. Defendants, by their conduct in promoting, distributing, and operating botnets, have been unjustly enrichment at Microsoft's expense. Defendants used,

without authorization or license, software belonging to Microsoft to facilitate unlawful conduct inuring to Defendants' benefit.

135. Defendants profited unjustly from their unauthorized and unlicensed use of Microsoft's intellectual property.

136. Upon information and belief, Defendants had an appreciation and knowledge of the benefit from their unauthorized and unlicensed use of Microsoft's intellectual property.

137. Retention by Defendants of the profits they derived from their illicit activities would be inequitable.

138. Microsoft seeks injunctive relief and compensatory and punitive damages in an amount to be proven at trial, including without limitation disgorgement of Defendants' ill-gotten profits.

139. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

THIRTEENTH CLAIM FOR RELIEF

**(Violations of The Racketeer Influenced and Corrupt Organizations Act,
18 U.S.C. § 1962)**

140. Microsoft realleges and incorporates by reference each and every allegation set forth in paragraphs 1 through 138 above.

141. Beginning and during 2011 and continuing up through the filing of this Complaint, Defendants were and are associated in fact with the Gamarue Enterprise and have conducted its affairs through a pattern of racketeering activity, with such conduct and activities affecting interstate and foreign commerce. Defendants have engaged in an unlawful pattern of racketeering activity involving thousands of predicate acts of fraud and related activity in connection with wire fraud (18 U.S.C. § 1343); identity fraud (18 U.S.C. § 1028); and access device fraud (18 U.S.C. § 1029).

142. The members of the Gamarue Enterprise share the common purpose of developing and operating the Gamarue derived botnets worldwide, as set forth above.

143. Defendants, with intent to defraud and obtain money or property by means of false or fraudulent pretenses, commit wire fraud in violation of 18 U.S.C. § 1343 by transmitting by means of wire communication in interstate or foreign commerce writings, signs, and signals for the purpose of executing fraudulent schemes. Defendants commit identity fraud in violation of 18 U.S.C. § 1028 by knowingly transferring, possessing, and using, without lawful authority, means of identification of their victims with the intent to commit, or to aid or abet, or in connection with, unlawful activity in violation of state and federal law and affecting

interstate commerce. Defendants, knowingly and with intent to defraud, commit access device fraud in violation of 18 U.S.C. § 1029 by trafficking in or using unauthorized access devices in the form of stolen passwords, credentials, and other account information in order to obtain anything of value aggregating \$1,000 or more during a one-year period, or possessing fifteen or more unauthorized access devices, and affecting interstate or foreign commerce.

144. Microsoft has been and continues to be directly injured by Defendants' conduct. But for the alleged pattern of racketeering activity, Microsoft would not have incurred damages.

145. Microsoft seeks injunctive relief and compensatory and punitive damages in an amount to be proven at trial.

146. As a direct result of Defendants' actions, Microsoft has suffered and continues to suffer irreparable harm for which there is not adequate remedy at law, and which will continue unless Defendants' actions are enjoined.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Microsoft prays for the following relief:

- A. Judgment in favor of Microsoft and against Defendants;
- B. Declare that Defendants conduct has been willful and that Defendants have acted with fraud, malice and oppression;

C. Enter a preliminary and permanent injunction enjoining Defendants and their officers, directors, principals, agents, servants, employees, successors, and assigns, and all persons and entities in active concert or participation with them, from engaging in any of the activity complained of herein or from causing any of the injury complained of herein and from assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activity complained of herein or from causing any of the injury complained of herein;

D. Enter judgment awarding Microsoft actual and/or statutory damages from Defendants adequate to compensate Microsoft for Defendants' activity complained of herein and for any injury complained of herein, including but not limited to interest and costs, in an amount to be proven at trial;

E. Enter judgment awarding enhanced, exemplary and special damages, in an amount to be proved at trial;

F. Enter judgment awarding attorneys' fees and costs; and

G. Order such other relief that the Court deems just and reasonable.

[Signature on next page]

Dated: November 14, 2017

Respectfully submitted,



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Attorneys for Plaintiff Microsoft Corp.

CERTIFICATION OF COMPLIANCE

Pursuant to L.R. 7.1(D), N.D. Ga., counsel for Plaintiff hereby certifies that this Complaint has been prepared with one of the font and point selections approved by the Court in L.R. 5.1, N.D. Ga.

Dated: November 14, 2017

Respectfully submitted,



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APPENDIX A**.COM Registry**

VeriSign, Inc.
 VeriSign Information Services, Inc.
 VeriSign Global Registry Services
 12061 Bluemont Way
 Reston Virginia 20190
 United States

.COM Domains

Domain	Registrant E-mail
cabinme24hrs.com	ishad2022222@gmail.com
joojlee.com	contact@whoissecret.org
produkktc.com	ishad2022222@gmail.com
starmanspo.com	jad.dodo1@gmail.com
windowsupdate-microsoft.com	the-schwarz@linuxmail.org

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 300 Welsh Road, Building 3
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 IFSC, Dublin D01 K8F1
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Word Mark MICROSOFT**Goods and Services** IC 037. US 100 103 106. G & S: Installation, maintenance and repair of computer networks and computer systems consisting of software. FIRST USE: 19870105. FIRST USE IN COMMERCE: 19870105**Mark Drawing Code** (1) TYPED DRAWING**Serial Number** 78190864**Filing Date** December 3, 2002**Current Basis** 1A**Original Filing Basis** 1B**Published for Opposition** August 5, 2003**Registration Number** 2872708**Registration Date** August 10, 2004**Owner** (REGISTRANT) Microsoft Corporation CORPORATION WASHINGTON One Microsoft Way Redmond WASHINGTON 980526399**Attorney of Record** Grace Han Stanton**Prior Registrations** 1200236;1256083;1259874**Type of Mark** SERVICE MARK**Register** PRINCIPAL**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20140827.**Renewal** 1ST RENEWAL 20140827**Live/Dead Indicator** LIVE[TESS HOME](#) | [NEW USER](#) | [STRUCTURED](#) | [FREE FORM](#) | [BROWSE DICT](#) | [SEARCH OG](#) | [TOP](#) | [HELP](#)[HOME](#) | [SITE INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [HELP](#) | [PRIVACY POLICY](#)

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Serial Number 75879977

Filing Date December 22, 1999

Current Basis 1A

Original Filing Basis 1A

Published for Opposition April 3, 2001

Registration Number **2463526**

Registration Date June 26, 2001

Owner (REGISTRANT) Microsoft Corporation CORPORATION WASHINGTON One Microsoft Way Redmond WASHINGTON 98052

Attorney of Record Grace Han Stanton

Prior Registrations 1872264;1875069;1989386;2005901;2212784

Type of Mark SERVICE MARK

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Word Mark INTERNET EXPLORER**Goods and Services** IC 009. US 021 023 026 036 038. G & S: browsers, namely, software for browsing the global computer network and secure private networks, and software programs to connect computers to the global computer network and to secure private networks. FIRST USE: 19941000. FIRST USE IN COMMERCE: 19950101**Mark Drawing Code** (1) TYPED DRAWING**Serial Number** 75340051**Filing Date** August 13, 1997**Current Basis** 1A**Original Filing Basis** 1A**Published for Opposition** June 30, 1998**Registration Number** 2277112**International Registration Number** 0861311**Registration Date** September 14, 1999**Owner** (REGISTRANT) SyNet, Inc. CORPORATION ILLINOIS 2148 Oxnard Drive Downers Grove ILLINOIS 60516

(LAST LISTED OWNER) MICROSOFT CORPORATION CORPORATION WASHINGTON ONE MICROSOFT WAY REDMOND WASHINGTON 980526399

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Export-Restricted Encryption. If the Product is identified as "North America Only Version," the following terms apply: The Product contains strong encryption and cannot be exported outside of the United States (including Puerto Rico, Guam and all other territories, dependencies and possessions of the United States) or Canada without a U.S. Commerce Department export license or an applicable license exception. You agree that you will not directly or indirectly export or re-export the Product (or portions thereof), other than to Canada, without first obtaining an export license or determining that a license exception is applicable. For additional information see <http://www.microsoft.com/exporting/>.

Exportable Encryption. If the Product is *not* identified as "North America Only Version," the following terms apply: You agree that you will not export or re-export the Product (or portions thereof) to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export the Product (or portions thereof): (i) to any country subject to a U.S. embargo or trade restriction; (ii) to any person or entity who you know or have reason to know will utilize the Product (or portions thereof) in the production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been denied export privileges by the U.S. government. For additional information see <http://www.microsoft.com/exporting/>.

11. LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND CANADA.

Microsoft warrants that the Product will perform substantially in accordance with the accompanying materials for a period of ninety days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Product, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

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Microsoft Windows XP Professional

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17. **APPLICABLE LAW.** If you acquired this Product in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Product was acquired outside the United States, then local law may apply.
18. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and Microsoft relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.
19. The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.

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

GARANTIE LIMITÉE

Microsoft garantit que le Produit fonctionnera conformément aux documents qui l'accompagnent pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale, provinciale ou étatique en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Produit, y compris notamment (le cas échéant), tous les ensembles de services ou les réparations à chaud qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse, implicite ou en vertu de la loi.

LIMITATION DES RECOURS; ABSENCE DE DOMMAGES INDIRECTS OU AUTRES. Votre recours exclusif pour toute violation de la présente garantie limitée est décrit ci-après. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans toute la mesure permise par le droit applicable, même si tout recours n'atteint pas son but essentiel, VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTAMMENT DES DOMMAGES INDIRECTS. Les modalités de la clause « Exclusion des dommages accessoires, indirects et de certains autres dommages » sont également incorporées à la présente garantie limitée. Certains États ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à un autre. **VOTRE RECOURS EXCLUSIF.** La responsabilité intégrale de Microsoft et de ses fournisseurs et votre recours exclusif seront, selon le choix de Microsoft de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Produit ou b) la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la défectuosité du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. À l'extérieur des États-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays.

DÉNI DE GARANTIES. La garantie limitée qui apparaît ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est) mentionnées dans tout document, emballage ou autre communication. Sauf en ce qui a trait à la garantie limitée et dans toute la mesure permise par le droit applicable, le Produit et les services de soutien technique (le cas échéant) sont fournis **TELS QUELS ET AVEC TOUS LEURS DÉFAUTS** par Microsoft et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, y compris notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à une fin particulière, de fiabilité ou disponibilité, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou autres services ou du défaut de fournir une telle prestation, de l'information, du logiciel, et de tout contenu s'y rapportant à travers le Produit ou autrement découlant de l'utilisation du Produit. **PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUISSANCE OU LA POSSESSION PAISIBLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À UNE ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.**

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS TOUTE LA MESURE PERMISE PAR LE DROIT APPLICABLE, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, ACCESSOIRES, EXEMPLAIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (Y COMPRIS NOTAMMENT, LES DOMMAGES À L'ÉGARD DE LA PERTE DE PROFITS OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE L'INTERRUPTION DES AFFAIRES, DE BLESSURES CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NÉGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) DÉCOULANT OU SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU PRODUIT OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTRES SERVICES OU À L'OMISSION D'UNE TELLE PRESTATION, À L'INFORMATION, AU LOGICIEL ET À TOUT CONTENU S'Y RAPPORTANT À TRAVERS LE PRODUIT OU AUTREMENT DÉCOULANT DE L'UTILISATION DU PRODUIT OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT CONTRAT OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

LIMITATION DE RESPONSABILITÉ ET RECOURS. Malgré les dommages que vous puissiez subir pour quelque motif que ce soit (y compris notamment, tous les dommages susmentionnés et tous les dommages directs ou généraux), la responsabilité intégrale de Microsoft et de l'un ou l'autre de ses fournisseurs aux termes de toute disposition du présent contrat et votre recours exclusif à l'égard de tout ce qui précède (sauf en ce qui concerne tout recours de réparation ou de remplacement choisi par Microsoft à l'égard de tout manquement à la garantie limitée) se limite au plus élevé entre les montants suivants : le montant que vous avez

réellement payé pour le Produit ou 5,00 \$US. Les limites, exclusions et dénis qui précèdent (y compris les clauses ci-dessus), s'appliquent dans la toute la mesure permise par le droit applicable, même si tout recours n'atteint pas son but essentiel.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Vous reconnaissez irrévocablement par la présente la compétence des tribunaux de la province d'Ontario et consentez à instituer tout litige qui pourrait découler de la présente auprès des tribunaux fédéraux ou provinciaux ayant juridiction pour la ville de Toronto, province d'Ontario.

EULAID:WX.4_PRO_RTL_EN

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS VISTA HOME BASIC SERVICE PACK 1

WINDOWS VISTA HOME PREMIUM SERVICE PACK 1

WINDOWS VISTA ULTIMATE SERVICE PACK 1

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. Printed-paper license terms, which may come with the software, may replace or modify any on-screen license terms. 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. Some of the terms have changed since the initial release of Windows Vista. The changes include:

- details about the number of service connections available
- additional information about the activation and validation functions of the software, which determine whether the software is counterfeit, improperly licensed or a non-genuine Windows product
- additional privacy disclosures about Internet-based services
- description of rights for academic and specific-geographic software
- availability of a digital proof of license

This list highlights some of those changes. The terms below govern your use of the software.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet-based services.

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

1. OVERVIEW.

- a. **Software.** The software includes desktop operating system software. This software does not include Windows Live services. Windows Live is a service available from Microsoft under a separate agreement.
- b. **License Model.** The software is licensed on a per copy per device basis.
- c. **Edition Specific Rights.** See the Additional License Terms sections at the end of this agreement for license terms that apply to specific editions of the software.

2. INSTALLATION AND USE RIGHTS. Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed device." A hardware partition or blade is considered to be a separate device.

- a. **Licensed Device.** You may install one copy of the software on the licensed device. You may use the software on up to two processors on that device at one time. Except as provided in the Storage and Network Use (Ultimate edition) sections below, you may not use the software on any other device.
- b. **Number of Users.** Except as provided in the Device Connections (all editions), Remote Access Technologies (Home Basic and Home Premium editions) and Other Access Technologies (Ultimate edition) sections below, only one user may use the software at a time.
- c. **Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Multiplexing.** Hardware or software you use to

- pool connections, 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 you need.

- b. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only

- embed fonts in content as permitted by the embedding restrictions in the fonts; and
- temporarily download them to a printer or other output device to print content.

- c. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

4. MANDATORY ACTIVATION.

Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see <http://go.microsoft.com/fwlink/?Linkid=96549>. By using the software, you consent to the

transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **Unless the software is activated, you have no right to use the software after the time permitted for activation.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software will remind you to activate it until you do.**

5. VALIDATION.

- a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software. For more information, see <http://go.microsoft.com/fwlink/?Linkid=96550>.
- b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. These updates and downloads may be delivered to you through the Windows Update service (if you use the service) or through other means. During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <http://go.microsoft.com/fwlink/?Linkid=96551>.
- c. **If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:**

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate, and you may not be able to
- use or continue to use the software or some of the features of the software, or
- obtain certain updates or upgrades from Microsoft

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see <http://go.microsoft.com/fwlink/?Linkid=96552>.

6. POTENTIALLY UNWANTED SOFTWARE. If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

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

a. **Consent for Internet-Based Services.** The software features described below and in the Windows Vista 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. You may switch off these features or not use them. For more information about these features, see the Windows Vista Privacy Statement at <http://go.microsoft.com/fwlink/?linkid=96553>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

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

- Plug and Play. You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. An administrator can disable this update feature.
- Windows Update. To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.

- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. 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 over the Internet, when available.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://go.microsoft.com/fwlink/?Linkid=44073>.

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>.
- **Network Connectivity Status Icon.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your

preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.

- **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you

- use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
- configure your firewall to always enable IPv6 connectivity

by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".

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

c. 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.

8. 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 <http://www.microsoft.com/licensing/userights>. 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;
- use components of the software to run applications not running on the software;
- 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.

9. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the

.NET Framework 3.0 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

- 10. BACKUP COPY.** You may make one backup copy of the media. You may use it only to reinstall the software.
- 11. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 12. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 13. 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.
- 14. GEOGRAPHIC RESTRICTIONS.** If the software is marked as requiring activation in a specific geographic region, then you are only permitted to activate this software in the geographic region indicated on the software packaging. You may not be able to activate the software outside of that region. For further information on geographic restrictions, visit <http://go.microsoft.com/fwlink/?LinkId=99189>.
- 15. UPGRADES.** To use upgrade software, you must first be licensed for the software that is eligible for the upgrade. Upon upgrade, this agreement takes the place of the agreement for the software you upgraded from. After you upgrade, you may no longer use the software you upgraded from.
- 16. PROOF OF LICENSE.**
 - a. Genuine Proof of License.** If you acquired the software on a disc or other media, a genuine Microsoft proof of license label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software.
 - b. Windows Anytime Upgrade License.** If you upgrade the software using Windows Anytime Upgrade, your proof of license is identified by
 - the genuine Microsoft proof of license label for the software you upgraded from, and
 - the genuine Microsoft proof of purchase label from the Windows Anytime Upgrade Kit you used to upgrade
 - c. Online Purchase Digital License.** If you purchased the software online from a Microsoft approved digital license seller, your proof of license is identified by a digital license stored in the digital locker at Windows Marketplace.
 - d.** To identify genuine Microsoft software, see <http://www.howtotell.com>.

17. REASSIGN TO A NOTHER DEVICE.

- a. Software Other than Windows Anytime Upgrade.** You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.
- b. Windows Anytime Upgrade Software.** The first user of the software may reassign the license to another device, but only if the license terms of the software you upgraded from allows reassignment.

18. TRANSFER TO A THIRD PARTY.

- a. Software Other Than Windows Anytime Upgrade.** The first user of the software may make a one time transfer of the software, and this agreement, directly to a third party. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.
- b. Windows Anytime Upgrade Software.** You may transfer the software directly to a third party only with the licensed device. You may not keep any copies of the software or any earlier version.
- c. Other Requirements.** Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. The transfer must include the proof of license.

19. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD. This software includes MPEG-4 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

20. NOTICE ABOUT THE VC-1 VISUAL STANDARD. This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

21. THIRD PARTY PROGRAMS. The software contains third party programs. The license terms with those programs apply to your use of them.

22. 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 <http://www.microsoft.com/exporting>.

23. SUPPORT SERVICES. Microsoft provides support services for the software as described at <http://www.support.microsoft.com/common/international.aspx>. If you are using software that is not properly licensed, you will not be entitled to receive support services.

24. ENTIRE AGREEMENT. This agreement (including the warranty below), additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), 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.

25. 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.

26. 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.

27. 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. 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

- 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 states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

A. LIMITED WARRANTY. If you follow the instructions and the software is properly licensed, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

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 countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This 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 Microsoft cannot 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 Microsoft cannot 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

- (800) MICROSOFT;
- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
- visit <http://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 warranty, you should 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 <http://www.microsoft.com/worldwide>).

3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see <http://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.

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 warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

MICROSOFT WINDOWS VISTA HOME BASIC SERVICE PACK 1

ADDITIONAL LICENSE TERMS. The following additional license terms apply to Microsoft Windows Vista Home Basic.

- 1. DEVICE CONNECTIONS.** You may allow up to 5 other devices to connect to the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services. However, you may not exceed a total of 5 connections at one time.
- 2. REMOTE ACCESS TECHNOLOGIES.** You may remotely access and use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.
- 3. OTHER REMOTE USES.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
- 4. USE WITH VIRTUALIZATION TECHNOLOGIES.** Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

MICROSOFT WINDOWS VISTA HOME PREMIUM SERVICE PACK 1

ADDITIONAL LICENSE TERMS. The following additional license terms apply to Microsoft Windows Vista Home Premium.

- 1. DEVICE CONNECTIONS.** You may allow up to 10 other devices to connect to the software installed with the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services. However, you may not exceed a total of 10 connections at one time.
- 2. REMOTE ACCESS TECHNOLOGIES.** You may remotely access and use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.
- 3. OTHER REMOTE USES.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
- 4. USE WITH VIRTUALIZATION TECHNOLOGIES.** Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

5. **MEDIA CENTER EXTENDER.** You may have 5 Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
6. **ELECTRONIC PROGRAMMING GUIDE.** If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
7. **RELATED MEDIA INFORMATION.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
8. **CONSENT TO UPDATE INFRARED EMITTER/RECEIVER.** The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device that ships with certain Media Center-based products. By accepting these license terms, you agree that the software may update the firmware of this device.
9. **WORLDWIDE USE OF THE MEDIA CENTER.** Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.
10. **NOTICE ABOUT THE MPEG-2 VISUAL STANDARD.** This software includes MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-2 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

MICROSOFT WINDOWS VISTA ULTIMATE SERVICE PACK 1

ADDITIONAL LICENSE TERMS. The following additional license terms apply to Microsoft Windows Vista Ultimate.

1. **STORAGE.** You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other device to which a license has been assigned.
2. **NETWORK USE.** Instead of installing the software on the licensed device, you may install one copy on a storage device, such as a network server. You may use that copy only to run the software on

your licensed device over an internal network.

3. **DEVICE CONNECTIONS.** You may allow up to 10 other devices to connect to the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services. However, you may not exceed a total of 10 connections at one time.
4. **REMOTE ACCESS TECHNOLOGIES.** You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.
 - Remote Desktop. The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
 - Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.
5. **OTHER REMOTE USES.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
6. **USE WITH VIRTUALIZATION TECHNOLOGIES.** Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.
7. **MEDIA CENTER EXTENDER.** You may have 5 Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
8. **ELECTRONIC PROGRAMMING GUIDE.** If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
9. **RELATED MEDIA INFORMATION.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
10. **CONSENT TO UPDATE INFRARED EMITTER/RECEIVER.** The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device that ships with certain Media Center-based products. By accepting these license terms, you agree that the software may update the firmware of this device.
11. **WORLDWIDE USE OF THE MEDIA CENTER.** Media Center is not designed for use in every

country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

12. NOTICE ABOUT THE MPEG-2 VISUAL STANDARD. This software includes MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-2 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

MICROSOFT SOFTWARE LICENSE TERMS**WINDOWS 7 ULTIMATE**

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. Printed-paper license terms, which may come with the software, may replace or modify any on-screen license terms. 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. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800) MICROSOFT or see www.microsoft.com/info/nareturns.htm.

As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet-based services.

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

1. OVERVIEW.

- a. **Software.** The software includes desktop operating system software. This software does not include Windows Live services. Windows Live is a service available from Microsoft under a separate agreement.
- b. **License Model.** The software is licensed on a per copy per computer basis. A computer is a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a separate computer.

2. INSTALLATION AND USE RIGHTS.

- a. **One Copy per Computer.** You may install one copy of the software on one computer. That computer is the "licensed computer."
- b. **Licensed Computer.** You may use the software on up to two processors on the licensed computer at one time. Unless otherwise provided in these license terms, you may not use the software on any other computer.
- c. **Number of Users.** Unless otherwise provided in these license terms, only one user may use the software at a time.
- d. **Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may install and use only one version at one time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Multiplexing.** Hardware or software you use to
 - pool connections, 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 you need.

- b. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only
 - embed fonts in content as permitted by the embedding restrictions in the fonts; and
 - temporarily download them to a printer or other output device to print content.
- c. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.
- d. **Use with Virtualization Technologies.** Instead of using the software directly on the licensed computer, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed computer. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.
- e. **Storage.** You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other computer to which a license has been assigned.
- f. **Device Connections.** You may allow up to 20 other devices to access software installed on the licensed computer to use only File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services.
- g. **Remote Access Technologies.** You may access and use the software installed on the licensed computer remotely from another device using remote access technologies as follows.
 - Remote Desktop. The single primary user of the licensed computer may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
 - Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.
- h. **Media Center Extender.** You may have five Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
- i. **Electronic Programming Guide.** If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
- j. **Related Media Information.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
- k. **Worldwide Use of the Media Center.** Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not

work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

4. MANDATORY ACTIVATION.

Activation associates the use of the software with a specific computer. During activation, the software will send information about the software and the computer to Microsoft. This information includes the 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, see go.microsoft.com/fwlink/?Linkid=104609. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **Unless the software is activated, you have no right to use the software after the time permitted for activation.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** If the computer is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software will remind you to activate it until you do.**

5. VALIDATION.

- a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. **You are not permitted to circumvent validation.** This is to prevent unlicensed use of the software. For more information, see go.microsoft.com/fwlink/?Linkid=104610.
- b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see go.microsoft.com/fwlink/?Linkid=104611.
- c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate,

and you may not be able to

- use or continue to use the software or some of the features of the software, or
- obtain certain updates or upgrades from Microsoft

- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see go.microsoft.com/fwlink/?Linkid=104612.

- 6. POTENTIALLY UNWANTED SOFTWARE.** If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

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

- a. **Consent for Internet-Based Services.** The software features described below and in the Windows 7 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 Windows 7 Privacy Statement at go.microsoft.com/fwlink/?linkid=104604. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

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

- Plug and Play and Plug and Play Extensions. You may connect new hardware to your computer, either directly or over a network. Your computer may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your computer. An administrator can disable this update feature.
- Windows Update. To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the

identity of Internet users sending X.509 standard encrypted information. 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 over the Internet, when available.

- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region; and
 - new versions of the player.

For more information, go to go.microsoft.com/fwlink/?Linkid=104605.

- **Malicious Software Removal.** During setup, if you select "Get important updates for installation", the software may check and remove certain malware from your computer. "Malware" is malicious software. If the software runs, it will remove the Malware listed and updated at www.support.microsoft.com/?kbid=890830. During a Malware check, a report will be sent to Microsoft with specific information about Malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software's reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830. For more information, read the Windows Malicious Software Removal Tool privacy statement at go.microsoft.com/fwlink/?Linkid=113995.
- **Network Awareness.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- **Windows Time Service.** This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
 - use an application that needs IPv6 connectivity or

- configure your firewall to always enable IPv6 connectivity

by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".

- Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:
 - the title and full web address or URL of the current webpage,
 - standard computer information, and
 - any content you have selected.

If you use an Accelerator provided by Microsoft, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided by a third party, use of the information sent will be subject to the third party's privacy practices.

- Search Suggestions Service. In Internet Explorer, when you type a search query in the Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at go.microsoft.com/fwlink/?linkid=31493. If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see go.microsoft.com/fwlink/?linkid=128106.
- Consent to Update Infrared Emitter/Receiver. The software may contain technology to ensure proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.
- Media Center Online Promotions. If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:
 - certain computer information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
 - the requested content, and
 - the language code of the computer where you installed the software.

Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.

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

8. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. 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;
- use components of the software to run applications not running on the software;
- 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.

9. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that 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 shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

10. BACKUP COPY.

- a. **Media.** If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on the licensed computer.
- b. **Electronic Download.** If you purchased and downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on a computer. You may also use it to reinstall the software on the licensed computer.

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

12. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

13. 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.

14. GEOGRAPHIC RESTRICTIONS. If the software is marked as requiring activation in a specific geographic region, then you are only permitted to activate this software in the geographic region indicated on the software packaging. You may not be able to activate the software outside of that region. For further information on geographic restrictions, visit go.microsoft.com/fwlink/?LinkId=141397.

15. UPGRADES. To use upgrade software, you must first be licensed for the software that is eligible for the upgrade. Upon upgrade, this agreement takes the place of the agreement for the software you upgraded from. After you upgrade, you may no longer use the software you upgraded from.

16. PROOF OF LICENSE.

- a. **Genuine Proof of License.** If you acquired the software on a disc or other media, 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 purchased and downloaded the software online, your proof of license is the genuine Microsoft product key for the software which 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.

b. Windows Anytime Upgrade License. If you upgrade the software using Windows Anytime Upgrade, your proof of license is the proof of license for the software you upgraded from, your Windows Anytime Upgrade product key and your proof of purchase. Proof of purchase may be subject to verification by your merchant's records.

c. To identify genuine Microsoft software, see www.howtotell.com.

17. TRANSFER TO A NOTHER COMPUTER.

a. Software Other than Windows Anytime Upgrade. You may transfer the software and install it on another computer for your use. That computer becomes the licensed computer. You may not do so to share this license between computers.

b. Windows Anytime Upgrade Software. You may transfer the software and install it on another computer, but only if the license terms of the software you upgraded from allows you to do so. That computer becomes the licensed computer. You may not do so to share this license between computers.

18. TRANSFER TO A THIRD PARTY.

a. Software Other Than Windows Anytime Upgrade. The first user of the software may make a one time transfer of the software and this agreement, by transferring the original media, the certificate of authenticity, the product key and the proof of purchase directly to a third party. The first user must remove the software before transferring it separately from the computer. The first user may not retain any copies of the software.

b. Windows Anytime Upgrade Software. You may transfer the software directly to a third party only with the licensed computer. You may not keep any copies of the software or any earlier edition.

c. Other Requirements. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

IF YOU LIVE IN GERMANY, THE ABOVE PROVISION (TRANSFER TO A THIRD PARTY) DOES NOT APPLY TO YOU. It is replaced with the following:

TRANSFER TO A THIRD PARTY. Any transfer of the software and the right to use the software to a third party shall be in compliance with the statutory provisions in the law.

19. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD. This software includes H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

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20. THIRD PARTY PROGRAMS. The software contains third party programs. The license terms with those programs apply to your use of them.

21. 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.

22. SUPPORT SERVICES. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx. If you are using software that is not properly licensed, you will not be entitled to receive support services.

23. ENTIRE AGREEMENT. This agreement (including the warranty below), additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these terms), 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.

24. 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.

25. 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.

26. 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. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

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Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions and the software is properly licensed, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.
- 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 countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.
- C. EXCLUSIONS FROM WARRANTY.** This 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 Microsoft cannot 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 Microsoft cannot 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
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 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - visit www.microsoft.com/info/nareturns.htm.
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- 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

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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 warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

!!!!EULAID!!!!

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By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and for Internet-based features of the software. If you do not accept and comply with these terms, you may not use the software or features. Instead, you should return it to the retailer or other place where you purchased the software license, for a refund or credit.

How can I use the software? We do not sell our software or your copy of it – we only license it. Under our license, we grant you the right to install and run that one copy on one computer (the licensed computer), for use by one person at a time, but only if you comply with all the terms of this agreement. Typically, this means you can install one copy of the software on a personal computer and then you can use the software on that computer. The software is not licensed to be used as server software or for commercial hosting - so you may not make the software available for simultaneous use by multiple users over a network. For more information on multiple user scenarios and virtualization, see the Additional Terms.

May I make a backup copy? Yes, you may make a single copy of the software for backup purposes, and use that backup copy as described below.

What about upgrading the software? The software covered by this agreement is an upgrade to your existing operating system software, so the upgrade replaces the original software that you are upgrading. 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. After you complete your upgrade, additional software will be required to playback or record certain types of media, including DVDs.

Can I transfer the software to another computer or user? You may transfer the software to another computer that belongs to you. You may also transfer the software (together with the license) to a computer owned by someone else if a) you are the first licensed user of the software and b) the new user agrees to the terms of this agreement. To make that transfer, you must transfer the original media, the certificate of authenticity, the product key and the proof of purchase directly to that other person, without retaining any copies of the software. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Anytime you transfer the software to a new

computer, you must remove the software from the prior computer. You may not transfer the software to share licenses between computers. You may transfer Get Genuine Windows software, Pro Pack or Media Center Pack software only together with the licensed computer.

How does Internet activation work? The first time you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine, and the license is associated with the licensed computer. This process is called "activation." Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, **you may not bypass or circumvent activation.**

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, including personal 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, at go.microsoft.com/fwlink/?linkid=190175.

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. It also applies to Windows apps that are included with Windows, which are separate from the software features.

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 or Microsoft Family Safety, 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.

ADDITIONAL TERMS

1. License Rights and Multi User Scenarios

a. **Computer.** In this agreement, "computer" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed

computer.

b. Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit versions), and you may install only one of those versions.

c. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.

d. Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You may allow any number of devices to access the software on the licensed computer to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section) on any of these other devices.

e. Client Hyper-V. You may use the Client Hyper-V technology in the software to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.

f. 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 virtual 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.

g. Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.

· Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local pc, or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host pc from another device, by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host pc, from any device using Remote Desktop, but only if the remote device is separately licensed to run an edition of Windows 8 or Windows RT.

· Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

2. Binding Arbitration and Class Action Waiver

a. Application. This Section 2 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.

- b. **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 at go.microsoft.com/fwlink/?linkid=245499.** 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.
- c. **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.
- d. **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.
- e. **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.**
- f. **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 go.microsoft.com/fwlink/?linkid=245495. To commence arbitration, submit the form available at go.microsoft.com/fwlink/?linkid=245497 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.
- g. **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 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). 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.
- h. **Severability.** If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (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 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 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

a. More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information includes the 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 go.microsoft.com/fwlink/?linkid=190175. 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.

b. Re-activation. Some changes to your computer components or the software may require re-activation of the software.

c. Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit, improperly licensed, or include unauthorized changes, activation will fail and the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. The software will notify you if the installed copy of the software is improperly licensed or includes unauthorized changes. In addition, you may receive reminders to obtain a properly licensed copy of the software. You may not be able to obtain certain updates or upgrades from Microsoft if your copy of the software is found to be improperly licensed.

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 Windows 8 Privacy Statement, at go.microsoft.com/fwlink/?linkid=190175. Some Internet-based features may be delivered at a later date via Microsoft's Windows Update service--if, for example, you acquire an application that relies on one of those services.

a. Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.

b. Windows Digital Rights Management technology. Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the licenses.

c. Windows Media Player. When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media

Player as described at go.microsoft.com/fwlink/?linkid=104605.

d. **Windows Defender.** If turned on, Windows Defender will search your computer for many types of malicious software, including viruses, worms, bots, rootkits, "spyware", "adware" and other potentially unwanted software. If you choose the "recommended" security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

e. **Malicious software removal.** If you use Windows Update, at least once each month the software will scan for and remove from your computer the malware listed at go.microsoft.com/fwlink/?linkid=241725. After the scan completes, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at go.microsoft.com/fwlink/?linkid=241725.

f. **SmartScreen Filter.** If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement go.microsoft.com/fwlink/?linkid=239590. By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.

g. **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example teredo.ipv6.microsoft.com). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.

h. **Plug and Play and Plug and Play Extensions.** Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.

i. **Digital certificates.** The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.

j. **Network awareness.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a

registry setting.

k. **Accelerators.** When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see go.microsoft.com/fwlink/?linkid=239590.

l. **Search provider update.** The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see go.microsoft.com/fwlink/?linkid=239590.

m. **Cookies.** If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the privacy statement at go.microsoft.com/fwlink/?linkid=74170.

n. **Windows Store.** In addition to the terms of this agreement for Internet based features, you may only use the Windows Store under the terms available at go.microsoft.com/fwlink/?linkid=246694. Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows 8 Privacy Statement and Windows Store terms of service.

6. WINDOWS APPS

Windows apps (such as Mail, Messaging, Calendar and People) are apps that are developed by Microsoft, included with Windows, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at go.microsoft.com/fwlink/?linkid=246338, or for Windows apps that access Xbox services, the xbox.com/legal/livetou. We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting choice.live.com.

7. PROOF OF LICENSE

If you acquired the software on a disc or other physical media, 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 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.

8. 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. For more information about Genuine Windows, see go.microsoft.com/fwlink/?linkid=104612. To identify genuine Microsoft software, see howtotell.com.

9. LIMITED RIGHTS VERSIONS

Some versions of the software, like Not for Resale and Academic Edition software, are distributed for limited purposes. You may not sell software marked as "NFR" or "Not for Resale", and you must be a Qualified Educational User to use software marked as "Academic Edition" or "AE." If you want to find out more about academic software, or you want to find out if you are a Qualified Educational User, visit microsoft.com/education or contact the Microsoft affiliate serving your country for more information.

10. FONTS, ICONS, IMAGES, AND SOUNDS

a. Font components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

b. Icons, images, and sounds. While the software is running, you may access and use its icons, images, sounds, and media only from the licensed computer. You may not share the sample images, sounds and media provided with the software or use them for any other purpose.

11. .NET FRAMEWORK

The software includes one or more components of the .NET Framework, which you may use only as described at go.microsoft.com/fwlink/?linkid=66406, if you use the .NET Framework components to conduct internal benchmark testing.

12. H.264/AVC AND MPEG-4 VISUAL STANDARDS AND VC-1 VIDEO STANDARDS

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C SEE MPEGLA.COM.

13. ADOBE FLASH PLAYER

The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated, at go.microsoft.com/fwlink/?linkid=248532. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

14. GEOGRAPHIC AND EXPORT RESTRICTIONS

If there is a geographic region indicated on your software packaging, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit go.microsoft.com/fwlink/?linkid=141397 and microsoft.com/exporting.

15. SUPPORT AND REFUND PROCEDURES

Microsoft provides limited support services for properly licensed software as described at support.microsoft.com/common/international.aspx.

If you are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See microsoft.com/worldwide, or in North America, call (800) MICROSOFT or see microsoft.com/info/nareturns.htm.

16. ENTIRE AGREEMENT

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to microsoft.com/about/legal/en/us/intellectualproperty/useterms/default.aspx or by following the instructions in the Action Center-Windows Activation within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the urls into your browser address bar, and you agree to do so. You agree that for each service or included app that is governed by this agreement and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- go.microsoft.com/fwlink/?linkid=190175 (Windows 8 Privacy Statement);
- go.microsoft.com/fwlink/?linkid=245495 (Arbitration Procedure)
- go.microsoft.com/fwlink/?linkid=104605 (Windows Media Player)
- go.microsoft.com/fwlink/?linkid=246694 (Windows Store Terms of Use)
- go.microsoft.com/fwlink/?linkid=246338 (Microsoft Services Agreement)
- xbox.com/legal/livetou (XBox Live Terms of Use)
- go.microsoft.com/fwlink/?linkid=66406 (.NET Framework Terms)
- go.microsoft.com/fwlink/?linkid=248532 (Adobe Flash Player License Terms)

LIMITED WARRANTY

Does Microsoft provide a LIMITED WARRANTY for the software? Yes. Microsoft warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, or that arise when you fail to follow our instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user of your copy of the software acquires that copy, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one year period or for 30 days, whichever is longer. Transferring the software will not extend the term of the limited warranty. Microsoft gives no other express warranties, guarantees, or conditions. **Microsoft excludes all implied warranties, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow Microsoft's exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies that are described in this agreement.** A section near the end of this agreement explains how you can make a claim under the limited warranty.

What if Microsoft breaches its warranty? If Microsoft breaches its limited warranty, your only remedy is the repair or replacement of the software. We also have the option to refund to you the price you paid for the software instead of repairing or replacing it. Prior to refund, **you must uninstall the software and return it to Microsoft with proof of purchase.**

What if Microsoft breaches any part of this agreement? If you have any basis for recovering damages from Microsoft, you can recover only direct damages up to the amount that you paid for the software. **You may not recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.** The damage exclusions and limitations in this agreement apply even if repair, replacement or a refund for the software does not fully compensate you for any losses or if Microsoft knew or should have known about the possibility of the damages. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. **If your local law allows you to recover other damages from Microsoft even though we do not, you cannot recover more than you paid for the software.**

WARRANTY PROCEDURES

You need proof of purchase for service under the limited warranty.

1. **United States and Canada.** For limited warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit 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 the limited warranty. To make a claim under the limited warranty, you must contact either Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, or the Microsoft affiliate serving your country (see microsoft.com/worldwide).

3. Australia. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.

4. Other Countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country (see microsoft.com/worldwide).

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Microsoft License Terms

Last updated December 2016

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS OPERATING SYSTEM

IF YOU LIVE IN (OR IF YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 10. IT AFFECTS HOW DISPUTES ARE RESOLVED.

Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

- a. Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you,

the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, contacts, music and photos that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.

- b. Additional terms.** Additional Microsoft and third party terms may apply to your use of certain features, services and apps, depending on your device's capabilities, how it is configured, and how you use it. Please be sure to read them.
- (i) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable. The services may not be available in all regions.
 - (ii) Microsoft, the manufacturer or installer may include additional apps, which will be subject to separate license terms and privacy policies.
 - (iii) The software includes Adobe Flash Player that is licensed under terms from Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.
 - (iv) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party programs can be viewed at (aka.ms/thirdpartynotices).
 - (v) To the extent included with Windows, Word, Excel, PowerPoint and OneNote are licensed for your personal, non-commercial use, unless you have commercial use rights under a separate agreement.

2. Installation and Use Rights.

- a. License.** The software is licensed, not sold. Under this agreement, we grant you the right to install and run one instance of the software on your device (the licensed device), for use by one person at a time, so long as you comply with all the terms of this agreement. Updating or upgrading from non-genuine software with software from Microsoft or authorized sources does not make your original version or the updated/upgraded version genuine, and in that situation, you do not have a license to use the software.

- b. Device.** In this agreement, "device" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
- (i) use or virtualize features of the software separately;
 - (ii) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
 - (iii) transfer the software (except as permitted by this agreement);
 - (iv) work around any technical restrictions or limitations in the software;
 - (v) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
 - (vi) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open-source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and
 - (vii) 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 or use any service, data, account, or network, in an unauthorized manner.
- d. Multi use scenarios.**
- (i) **Multiple versions.** If when acquiring the software you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
 - (ii) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
 - (iii) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet

information services, and Internet connection sharing and telephony services on the licensed device. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.

- (iv) **Use in a virtualized environment.** This license allows you to install only one instance of the software for use on one device, whether that device is physical or virtual. If you want to use the software on more than one virtual device, you must obtain a separate license for each instance.
- (v) **Remote access.** No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device from another device using remote access technologies. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
- (vi) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

e. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described in Section 4 below.

3. **Privacy; Consent to Use of Data.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement (aka.ms/privacy), and as may be described in the user interface associated with the software features.

4. **Transfer.** The provisions of this section do not apply if you acquired the software as a consumer in Germany or in any of the countries listed on this site (aka.ms/transfer), in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.

a. **Software preinstalled on device.** If you acquired the software preinstalled on a device (and also if you upgraded from software preinstalled on a device), you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.

- b. Stand-alone software.** If you acquired the software as stand-alone software (and also if you upgraded from software you acquired as stand-alone software), you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.
- 5. Authorized Software and Activation.** You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to conduct activation to associate it with a certain device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails, the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software. Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.
- 6. Updates.** The software periodically checks for system and app updates, and downloads and installs them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.
- 7. Downgrade Rights.** If you acquired a device from a manufacturer or installer with a Professional version of Windows preinstalled on it, you may use either a Windows 8.1 Pro or Windows 7 Professional version, but only for so long as Microsoft provides support for that earlier version as set forth in (aka.ms/windowslifecycle). This agreement applies to your use of the earlier versions. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of such components. Neither the manufacturer or installer, nor Microsoft, is obligated to supply earlier versions to you. You must obtain the earlier version separately, for which you may be charged a fee. At any time, you may replace an earlier version with the version you originally acquired.

8. **Geographic and Export Restrictions.** If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).
9. **Support and Refund Procedures.**
 - a. **For software preinstalled on a device.** For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.
 - b. **For software acquired from a retailer.** Microsoft provides limited support services for properly licensed software as described at (aka.ms/mssupport). If you purchased the software from a retailer and are seeking a refund, and you cannot obtain one where you acquired the software, contact Microsoft for information about Microsoft's refund policies. See (aka.ms/msoffices), or in North America, call (800) MICROSOFT or see (aka.ms/nareturns).
10. **Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.**

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury.** Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered—everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**

- b. Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or if a business your principal place of business) or our principal place of business—King County, Washington if your dispute is with Microsoft. You choose. 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 to satisfy your individual claim.
- e. Arbitration fees and payments.**

 - (i) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay 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 unless you and we agree on them.

- (ii) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (iii) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes — see Section 10.a.) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 10 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 10 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

11. Governing Law. The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

12. Consumer Rights, Regional Variations. 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 which 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. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. 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 the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer 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.

- b. Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. European Union.** The academic use restriction in Section 13.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).
- d. Germany and Austria.**
- (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
 - (ii) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.

- e. Other regions.** See (aka.ms/variations) for a current list of regional variations.

13. Additional Notices.

- a. Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the

terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.

- b. H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE (AKA.MS/MPEGLA).

- c. Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- d. Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may not use such versions of the software for commercial, non-profit, or revenue-generating activities.
- (i) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
 - (ii) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, **evaluation software is provided "AS IS" and no warranty, implied or express (including the Limited Warranty), applies to these versions.**
 - (iii) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".
 - (iv) **Preview.** You may choose to use preview, insider, beta or other pre-release versions of the software ("previews") that Microsoft may make

available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, **previews are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable.** Microsoft is not responsible for any damage thereby caused to you. Microsoft may not provide support services for previews. If you provide Microsoft comments, suggestions or other feedback about the preview ("submission"), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.

- 14. Entire Agreement.** This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings - System - About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Microsoft Privacy Statement (aka.ms/privacy)
- Microsoft Services Agreement (aka.ms/msa)
- Adobe Flash Player License Terms (aka.ms/adobeflash)

LIMITED WARRANTY

The device manufacturer or installer warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. If you obtain updates or supplements directly from Microsoft during the 90-

day term of this limited warranty, Microsoft provides this limited warranty for them. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond the reasonable control of the manufacturer or installer, or Microsoft. The limited warranty starts when the first user acquires the software and lasts for 90 days. Any supplements, updates, or replacement software that you may receive from the manufacturer or installer, or Microsoft, during that 90-day period are also covered, but only for the remainder of that 90-day period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

The manufacturer or installer, and Microsoft, give no other express warranties, guarantees, or conditions. **The manufacturer or installer, and Microsoft, exclude all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**

If the manufacturer or installer, or Microsoft, breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the device on which the software was preinstalled) for a refund of the amount paid, if any. The manufacturer or installer (or Microsoft if you acquired them directly from Microsoft), may also repair or replace supplements, updates, and replacement of the software or provide a refund of the amount you paid for them, if any. **These are your only remedies for breach of warranty.** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Except for any repair, replacement, or refund the manufacturer or installer, or Microsoft, may provide, you may not under this limited warranty, under any other part of this agreement, or under any theory recover any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if the manufacturer or installer, or Microsoft, knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. **If your local law allows you to recover damages from the manufacturer or installer, or Microsoft, even though this agreement does not, you cannot recover more than you paid for the software (or up to \$50 USD if you acquired the software for no charge).**

WARRANTY PROCEDURES

For service or refund, you must provide your proof of purchase and comply with the manufacturer's or installer's return policies, which might require you to return the software with the entire device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

Contact the manufacturer or installer at the address or toll-free telephone number provided with your device to find out how to obtain warranty service for the software. If Microsoft is your device manufacturer or if you acquired the software from a retailer, contact Microsoft at:

1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States or Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit (aka.ms/nareturns).
2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, contact either Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland, or the Microsoft affiliate serving your country (aka.ms/msoffices).
3. Australia. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.
4. Other countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country (aka.ms/msoffices).

[Warranty provision for Mobile SKU]

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT; VIOLATION OF A STATUTE OR REGULATION; UNJUST ENRICHMENT; OR UNDER ANY OTHER THEORY.

THE DAMAGE EXCLUSIONS AND REMEDY LIMITATIONS IN THIS AGREEMENT APPLY EVEN IF YOU HAVE NO REMEDY (THE SOFTWARE IS LICENSED "AS IS"), IF REPAIR, REPLACEMENT, OR A REFUND (IF REQUIRED BY YOUR LOCAL LAW) DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES, IF THE MANUFACTURER OR MICROSOFT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, OR IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Check with your device manufacturer to determine if your device is covered by a warranty.

END-USER LICENSE AGREEMENT

SERVER LICENSE FOR MICROSOFT WINDOWS 2000 SERVER PRODUCTS

IMPORTANT – READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.**

The Product may contain the following software:

- "Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");
- "Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

1. GRANT OF LICENSE. Microsoft grants you the following rights provided you comply with all terms and conditions of this EULA:

- a. **Installation--Server Software.** You may install one copy of the Server Software on a single Server. You may not separate component parts of the Server Software for use on more than one Server. A "License Pack" allows you to install additional copies of the Server Software on Servers up to the number of "Licensed Copies" specified above. **Client Software.** You may install the Client Software on any Devices.
- b. **Processor Limits.** You may use the Server Software for Microsoft Windows 2000 Server with up to four CPUs of the Server at any one time. You may use the Server Software for Microsoft Windows 2000 Advanced Server with up to eight CPUs of the Server at any one time.
- c. **Windows 2000 Server Client Access License ("CAL") Requirements.** You must acquire a separate CAL for each Device that is used by an "Authenticated User" or that uses "Windows 2000 Server Services" regardless of what software you use. **Terminal Services.** In addition to a CAL, you must acquire a Terminal Services Client Access License ("TS CAL") for each Device that uses "Terminal Services." You do not need to acquire a TS CAL to utilize Terminal Services for Devices running a licensed copy of Windows 2000 Professional. CALs and TS CALs that you acquire may be used only in conjunction with your Server Software.

Definitions.

- **"Authenticated User"** is a user who directly or indirectly utilizes the Windows 2000 Server Integrated Sign-On Service or receives credentials from the Windows 2000 Directory Services.
- **"Windows 2000 Server Services"** include File Services (accessing or managing files or disk storage), Printing Services (printing to a printer managed by the Product), Remote Access Service (accessing the Server from a remote location through a communications link, including a virtual private network), and Terminal Services.
- **"Terminal Services"** means (i) using the terminal services feature of the Server Software to enable Devices to use software residing on the Server, or (ii) using other software in conjunction with the Server Software to provide similar services.

Version Matching. Any CAL or TS CAL must have the same or later version number than the corresponding version number of the Server Software being used.

Administration. You do not need a CAL or TS CAL for administration of the Server Software (including remote administration), for up to two connections to the Server.

- d. **Deploying CALs.** You may deploy Windows 2000 CALs in either "Per Seat" or "Per Server" mode.

In "Per Seat," you need a separate CAL for each unique Device that accesses or utilizes the Server Software, as described in Section 1.c. above. If you choose Per Seat, your choice is permanent.

In "Per Server," the maximum number of Devices which may access or utilize the Server Software at a given point in time equals the number of CALs that you acquire and designate for use exclusively with that Server. You have the one-time right to change your use of the Server Software to Per Seat, and if you do so, you may apply any CALs you acquired for use in Per Server to an equal number of Devices for use in Per Seat. When using Terminal Services, the Product may not be used in Per Server.

- e. **Other Licenses.** Your use of software applications installed on the Server, or accessed through the Server Software's IntelliMirror, Terminal Services, or application-sharing functionality may require additional licenses – **please consult the license agreement accompanying such software.**
 - f. **Downgrades.** Instead of installing and using the Server Software, you may install and use one copy of an earlier version of the Server Software on a single Server, provided that such earlier version is later than version 3.5, and that you completely remove such earlier version and install the original Server Software within a reasonable time. Your use of such earlier version shall be governed by this EULA, and your rights to use such earlier version shall terminate when you install the original Server Software.
 - g. **Reservation of Rights.** Microsoft reserves all rights not expressly granted to you in this EULA.
2. **UPGRADES.** To use a Product identified as an upgrade, you must first be licensed for the product identified by Microsoft as eligible for the upgrade. After upgrading, you may no longer use the product that formed the basis for your upgrade eligibility.

Product upgrades for a component of Microsoft BackOffice Server or Microsoft BackOffice Small Business Server. When you install the Product, the Product replaces the component being upgraded, and you may use the Product in accordance with the terms of this EULA. The remaining components of BackOffice Server or Small Business Server may only be used in accordance with the terms of the Microsoft End User License Agreement that accompanied the original product suite. After an upgrade of BackOffice Server, all products must run on the same Server on which the BackOffice Server is installed, unless the upgrade is an Enterprise or Commerce Edition, in which case you may use the Product as a stand-alone product in accordance with the terms of this EULA. After an upgrade of Small Business Server, the Fax and Modem Software is no longer subject to the connection limitation in the Small Business Server EULA.
 3. **ADDITIONAL SOFTWARE.** This EULA applies to updates or supplements to the original Product provided by Microsoft, unless we provide other terms along with the update or supplement.
 4. **"MULTIPLEXING."** Hardware or software that reduces the number of Devices directly accessing or using the Server Software *does not* reduce the number of CALs or TS CALs you need. The number you need is based on the number of distinct inputs to the hardware or software "front end."
 5. **TRANSFER – Internal.** You may move the Server Software to a different Server. You may also make a one-time transfer of a CAL or TS CAL from one of your Devices to another. *Transfer to Third Party.* The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms. *No Rental.* You may not rent, lease, or lend the Product.
 6. **LIMITATION ON REVERSE ENGINEERING, DECOMPILE, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
 7. **TERMINATION.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.
 8. **CONSENT TO USE OF DATA.** You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Microsoft agrees not to use this information in a form that personally identifies you.
 9. **NOT FOR RESALE SOFTWARE.** Product identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluation.
 10. **ACADEMIC EDITION SOFTWARE.** To use Product identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.
 11. **EXPORT RESTRICTIONS.**
Export-Restricted Encryption. If the Product is identified as "North America Only Version," the following terms apply: The Product contains strong encryption and cannot be exported outside of the United States (including Puerto Rico, Guam and all other territories, dependencies and possessions of the United States) or Canada without a U.S. Commerce Department export license or an applicable license exception. You agree that you will not directly or indirectly export or re-export the Product (or portions thereof), other than to Canada, without first obtaining an export license or determining that a license exception is applicable. For additional information see <http://www.microsoft.com/exporting/>.

Exportable Encryption. If the Product is *not* identified as "North America Only Version," the following terms apply: You agree that you will not export or re-export the Product (or portions thereof) to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export the Product (or portions thereof): (i) to any country subject to a U.S. embargo or trade restriction; (ii) to any person or entity who you know or have reason to know will utilize the Product (or portions thereof) in the production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been denied export privileges by the U.S. government. For additional information see <http://www.microsoft.com/exporting/>.

12. LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND CANADA.

Microsoft warrants that the Product will perform substantially in accordance with the accompanying materials for a period of ninety days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Product, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. **Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Product does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.** The terms of Section 14 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction. **YOUR EXCLUSIVE REMEDY.** Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Product, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to Microsoft). This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn. Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED OUTSIDE THE US AND CANADA.

FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO YOUR WARRANTY BOOKLET INCLUDED WITH THIS PACKAGE OR PROVIDED WITH THE SOFTWARE PRODUCT PRINTED MATERIALS.

13. DISCLAIMER OF WARRANTIES. The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. **Except for the Limited Warranty and to the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.**

14. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Microsoft with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 12, 13 and 14 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
16. **NOTE ON JAVA SUPPORT.** THE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.
17. **U.S. GOVERNMENT LICENSE RIGHTS.** All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.
18. **APPLICABLE LAW.** If you acquired this Product in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Product was acquired outside the United States, then local law may apply.
19. **ENTIRE AGREEMENT.** This EULA (including any addendum or amendment to this EULA which is included with the Product) and the CAL or TS CAL (if applicable) are the entire agreement between you and Microsoft relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.
20. The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. **The Product is licensed, not sold.**

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OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À L'OMISSION D'UNE TELLE PRESTATION DE SERVICES DE SOUTIEN TECHNIQUE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT EULA OU RELATIVEMENT À UNE TELLE DISPOSITION, MÊME EN CAS DE FAUTE, DE DÉLIT CIVIL (Y COMPRIS LA NÉGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MÊME SI MICROSOFT OU TOUT FOURNISSEUR A ÉTÉ AVISÉ DE LA POSSIBILITÉ DE TELS DOMMAGES.

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END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE: MICROSOFT WINDOWS SERVER 2003 FOR SMALL BUSINESS SERVER

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THIS SOFTWARE DOES NOT TRANSMIT ANY PERSONALLY IDENTIFIABLE INFORMATION FROM YOUR SERVER TO MICROSOFT COMPUTER SYSTEMS WITHOUT YOUR CONSENT.

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 - "Device Software" allows a single personal computer, workstation, terminal, handheld computer, pager, telephone, personal digital assistant, or other electronic device ("Device") to access or use the Server Software.
2. **GRANT OF LICENSE.** Microsoft grants you the following rights, conditioned on your compliance with all the terms and conditions of this EULA:
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 - b. **Processor Rights.** You may use the Software, with up to two CPUs of the Server at any one time.

- c. **Installation, Device Software.** You may install and use the Device Software on up to fifteen (15) Devices solely to access or use the Server Software, provided that you have a dedicated Windows CAL (defined in Section 3 below) for each User or Device.
- d. **Mandatory Activation.** To reduce software piracy, Microsoft requires the Server Software to be activated. Microsoft will not collect any personally identifiable information from your Server or any Device during the activation process without your consent. Activation of your copy of the Software in the manner described during its setup sequence is required; otherwise, the license rights granted under this EULA are limited to the first thirty (30) days after you first install the Software. You may activate the Software through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. If you choose Internet activation, the Software will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Software. You agree to allow the Software to conduct this authentication process. If you have an unlicensed copy of the Software, you are not allowed to install the Software or future Software updates. Additional information about activation is available online at the Microsoft support site.
3. **CLIENT ACCESS LICENSES ("CALs").** The Software licensing model consists of an operating system license and incremental CALs, so that the total cost for the Software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.
- a. **Windows Server 2003 for Small Business Server Client Access License ("Windows CAL") Requirements.** In addition to the license for the Server Software, you must acquire a Windows CAL for each individual person ("User") or Device that accesses or uses the Server Software, whether directly or through a Multiplexing Service (defined below). For example, a Windows CAL is required for each User or Device that uses any of the following services of the Server Software:
- authentication services (when user or application credentials are exchanged between the Server Software and a User or Device),
 - file services (accessing or managing files or disk storage),
 - printing services (printing to a printer managed by the Server Software), or
 - remote access service (accessing the Server from a remote location through a communications link, including a virtual private network).
- However, you do not need to acquire a Windows CAL for any User or Device that accesses the Server Software solely through the Internet and is not authenticated or otherwise individually distinguished by the Server Software or a Multiplexing Service (for example, by browsing a public website anonymously). A "Multiplexing Service" is a software application or service accessing or using the Server Software at the request of or on behalf of a User or Device.
- b. **Types of Windows CALs.** Two different types of Windows CALs are available to you: "Device" and "User." Each Windows Device CAL permits one Device (used by any User) to access or use the Server Software. Each Windows User CAL permits one User (using any Device) to access or use the Server Software. You may use a mix of up to a total of fifteen (15) Windows Device CALs and Windows User CALs simultaneously with the Server Software.
- c. **Windows CAL Licensing Modes.** At your option, you may use Windows CALs with the Server Software in "Per Device or Per User" mode. In Per Device or Per User mode, a separate Windows CAL is required for each Device or User that accesses or uses Server Software on any of your Servers.

When you choose Per Device or Per User mode, the choice is permanent. In this mode, you may reassign a Windows CAL from one Device to another Device, or from one User to another User, provided the reassignment is made either (A) permanently away from the one Device or User or (B) temporarily to accommodate the use of the Windows CAL by a loaner Device while a permanent Device is out of service, or the use of the Windows CAL by a temporary worker while a regular employee is absent.

d. *Premium Services.* Microsoft may subsequently create new software functionality ("Premium Services") that you may wish to use with this version of the Software. To make these Premium Services available to you for use with this version of the Software, Microsoft may provide them under additional license terms and may charge additional access license fees for you to install and use them, if you choose.

e. *Additional CAL Requirements.*

- (i) *Single Licensee.* Windows CALs and any future Premium Services CALs that you acquire may not be used in conjunction with Server Software licensed to anyone other than you.
- (ii) *Version Matching.* Each required CAL must be version Windows Server 2003 for Small Business Server or a later version.
- (iii) *Administration.* Up to two Users or Devices may simultaneously access or use the Server Software solely for administration of the Server Software, without acquiring any CALs.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- a. *Other Licenses.* Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. **Please consult the license agreement accompanying such software.**
- b. *Component Data Storage.* The Software contains components that use the data storage technology known as Microsoft SQL Server Desktop Engine ("MSDE"). All copies and instances of MSDE contained in or installed by those Software components may be used only by those Software components. Any such copy or instance of MSDE may not be accessed or used for any other purpose. For example, applications may not be created or run on the Software if they access or use the services or functionality of any copy or instance of MSDE contained in or installed by those Software components. In addition, any MSDE network library files that are disabled at the time you first install the Software may not be re-enabled.
- c. *Automatic Internet-Based Services.* The Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. **Microsoft does not obtain personally identifiable information through any of these features.** For more information about these features, please see your Software documentation or the Microsoft online support site.
 - (i) *Windows Update Features.* Under the Software's default configuration, if you connect a device to your Server and the correct device driver is not available on your Server, then Windows Update features on your Server (including Device Manager and the Plug & Play CDM Module) automatically attempt to check Microsoft computer systems via the Internet for the correct device driver. Having this happen automatically makes Plug-and-Play installation of new

hardware a better experience for customers. You may switch off Windows Update's automatic driver checking feature.

- (ii) *Web Content Features.* Under the Software's default configuration, if you are connected to the Internet, several features of the Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.
- (iii) *Digital Certificates.* Use of certificates based on the X.509 standard is an important security feature of the Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.
- (iv) *Windows Media Digital Rights Management.* Content providers are using the digital rights management technology for Windows Media contained in this Software ("WM-DRM") to protect the integrity of their content ("Secure Content") so that their intellectual property, including copyright, in such content is not misappropriated. Portions of this Software and third party applications such as media players use WM-DRM to play Secure Content ("WM-DRM Software"). If the WM-DRM Software's security has been compromised, owners of Secure Content ("Secure Content Owners") may request that Microsoft revoke the WM-DRM Software's right to copy, display and/or play Secure Content. Revocation does not alter the WM-DRM Software's ability to play unprotected content. A list of revoked WM-DRM Software is sent to your computer whenever you download a license for Secure Content from the Internet. Microsoft may, in conjunction with such license, also download revocation lists onto your computer on behalf of Secure Content Owners. Secure Content Owners may also require you to upgrade some of the WM-DRM components in this Software ("WM-DRM Upgrades") before accessing their content. When you attempt to play such content, WM-DRM Software built by Microsoft will notify you that a WM-DRM Upgrade is required and then ask for your consent before the WM-DRM Upgrade is downloaded. WM-DRM Software built by third parties may do the same. If you decline the upgrade, you will not be able to access content that requires the WM-DRM Upgrade; however, you will still be able to access unprotected content and Secure Content that does not require the upgrade. WM-DRM features that access the Internet, such as acquiring new licenses and/or performing a required WM-DRM Upgrade, can be switched off. When these features are switched off, you will still be able to play Secure Content if you have a valid license for such content already stored on your computer.

- (v) *Windows Media Player*. Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- d. **Benchmark Testing.** The Software contains the Microsoft .NET Framework. Disclosure of the results of any benchmark test of the .NET Framework component of the Software to any third party without Microsoft's prior written approval is prohibited.
- e. **Reservation of Rights; Other Restrictions.** The Software is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Software. **The Software is licensed, not sold.** Microsoft reserves all rights not expressly granted to you in this EULA. Notwithstanding any other provision in this EULA, neither this EULA nor any CAL grants a license, under any Microsoft intellectual property, to implement any functionality contained in the Software (including without limitation communication protocols used by the Software) in any software installed on a Device accessing or utilizing the Server Software. Reverse engineering, decompiling, or disassembling the Software is prohibited, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Renting, leasing, or lending the Software (including providing commercial hosting services) is also prohibited.

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- a. **Rights and Obligations.** Microsoft may provide you with product support services related to the Software. Use of any such support services is governed by the Microsoft policies and programs described in the user manual, in online documentation, on Microsoft's support webpage, or in other Microsoft-provided materials. Any software Microsoft may provide you as part of support services are governed by this EULA, unless separate terms are provided. This EULA does not obligate Microsoft to provide any support services or to support any software provided as part of those services.
 - b. **Consent to Use of Data.** You agree that Microsoft and its affiliates may collect and use technical information gathered as part of the support services provided to you, if any, related to the Software. Microsoft may use this information solely to improve our products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.
6. **LINKS TO THIRD PARTY INTERNET SITES.** You may link to third party Internet sites through the use of the Software. Microsoft does not control the third party sites, and Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Microsoft is not responsible for web-casting or any other form of transmission received from any third party sites. Microsoft is providing you these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by Microsoft of the third party site.
7. **NOT FOR RESALE SOFTWARE.** Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value or used for any purpose other than demonstration, test or evaluation.
8. **ACADEMIC EDITION SOFTWARE.** To use Software identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the

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10. **SOFTWARE TRANSFER – *Internal transfer.*** You may move the Server Software to a different Server as long as you permanently remove the software from the initial Server. ***Transfer to Third Party.*** The initial user of the Software may make a one-time permanent transfer of this EULA and Software to another end user, provided the initial user retains no copies of the Software. The transfer must include all of the Software (including all portions of the Software, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms.
11. **TERMINATION.** Without prejudice to any other rights, Microsoft may terminate this EULA if you are not in compliance with all the terms and conditions of this EULA. In such event, you must destroy all copies of the Software.
12. **NOTICE REGARDING MPEG-4 VISUAL DECODERS FOR WINDOWS MEDIA PLAYER.** USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C., has contractually obligated Microsoft to provide this notice.

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If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY-DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Software, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety-day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. **Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Microsoft's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose.** The

terms of Section 15 ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights which vary from state/jurisdiction to state/jurisdiction.

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

1. OVERVIEW.

a. 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.

b. License Model. The software is licensed based on

- the number of instances of server software that you run;
- the number of devices and users that access instances of the server software; and
- the server software functionality accessed.

c. Licensing Terminology.

- **Assigning a license.** To assign a license means simply to designate that license to one device or user.
- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
- **Operating System Environment.** An "operating system environment" is
- 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
- instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. 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 (e.g. Microsoft Virtual Server or similar technologies) 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. A physical hardware system can have either or both of the following:

- one physical operating system environment, and
- one or more virtual operating system environments.
- **Premium Edition Technologies.** "Premium Edition technologies" include the following server software: Windows Server 2008 Standard technologies for Small Business Server Premium and SQL Server 2008 Standard Edition for Small Business.
- **Run an Instance.** You "run an instance" of 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.
- **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.
- **Standard Edition Technologies.** "Standard Edition technologies" include the following server software: Windows Server 2008 Standard technologies, Exchange Server 2007 Standard Edition, Windows SharePoint Services 3.0 and Windows Server Update Services 3.0 SP1.

2. USE RIGHTS.

a. Assigning the License to the Server.

- i. 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.
- ii. If you have acquired Premium Edition, you have the option of assigning the license to another server where you may run any of the Premium Edition technologies. In this case, the license is concurrently assigned to two servers. Those are the licensed servers for that particular license.

- iii. 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. In the case where the license is concurrently assigned to two servers, that reassigned server becomes one of the two licensed servers for that license.
- b. Running Instances of the Server Software.
- i. Standard Edition. You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.
 - ii. Premium Edition. Because Premium Edition is designed to run on one or two servers, you may separate the server software and run one instance of each of the following components in one physical or virtual operating system environment on the licensed server: Standard Edition technologies, Windows Server 2008 Standard technologies for SBS Premium and SQL Server 2008 Standard Edition for Small Business. If you assigned the license to two servers, you may run the instances on one of the licensed servers. The operating system environment in which the instance of Windows Server 2008 Standard technologies for SBS Premium runs must be joined to the Windows Small Business Server 2008 domain.
 - iii. The following exceptions apply to your use of Premium Edition technologies:
 - Windows Server 2008 Standard technologies for SBS Premium: If you elect to run the instance of this component in a virtual operating system environment, as an exception, you may run one additional instance in the physical operating system environment on the same licensed server. That additional instance does not need to be joined to the Windows Small Business Server 2008 domain and may be used only to:
 - run hardware virtualization software
 - provide hardware virtualization services
 - run software to manage and service operating system environments on the licensed server.
 - SQL Server 2008 Standard Edition for Small Business: You may run, at any one time, any number of instances of this component in one physical or virtual operating system environment. You may not run instances of the server software, separately licensed or otherwise, at the same time in another operating system environment within the same domain. The operating system environment in which instances of the server software run must be joined to the Windows Small Business Server 2008 domain.
- c. 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.
- AD Migration Tool
 - FRS Monitoring Tools
 - Remote Desktop Connection Client
 - RSAT Client
 - SQL Business Intelligence Development Studio
 - SQL Client Tools Backward Compatibility
 - SQL Client Tools Connectivity
 - SQL Client Tools Software Development Kit
 - SQL Management Studio
 - SQL Server 2008 Books Online
 - Microsoft Sync Framework
- d. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.
- You may create any number of instances of the server software and additional software.

- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g. you may not distribute instances to third parties).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs).

- i. You must acquire and assign the appropriate 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.
 - For SBS 2008 Standard Edition, you need a Windows Small Business Server 2008 ("SBS") CAL Suite for each device or user that accesses your instances of the server software.
 - For SBS 2008 Premium Edition, you need a SBS 2008 CAL Suite for Premium Users or Devices for each user or device that accesses your instances of SQL Server 2008 Small Business Edition. For access to your instances of any other server software, you may use either SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices.
- ii. You may assign no more than a total of seventy-five (75) CALs of any type or edition to permit access to the licensed instances of the server software.
- iii. Exceptions to CAL requirements in Section 3(a)(i):
 - You do not need SBS CALs for any user or device that accesses your instances of the Windows Server 2008 software in SBS only through the Internet without being authenticated or otherwise individually identified by such Windows Server software or through any other means; however, any user or device that accesses an individual SBS product other than the Windows Server 2008 software must have corresponding CALs for those products. For example, Exchange CALs permit access to Exchange.
 - You do not need CALs for your SBS 2008 licensed servers running server software instances of an individual SBS product to access server software instances of the same SBS product on your other SBS 2008 licensed servers.
 - You do not need CALs for any of your servers separately licensed to run Windows Server 2008, Exchange Server 2007 or SQL Server 2008 Small Business Edition to access instances of the same individual SBS product on your SBS 2008 licensed servers.
 - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
 - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- iv. Additional CAL rights as listed below.
 - Windows Server 2008 Terminal Services CALs. In addition to SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices, you need Windows Server 2008 Terminal Services CALs to access the server software to host a graphical user interface (using the Windows Server 2008 Terminal Services functionality or other technology).
 - Windows Server 2008 Rights Management Services CALs. In addition to SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices, you need Windows Server 2008 Rights Management Services CALs to access the Windows Server 2008 Rights Management Services functionality.
 - Exchange Server 2007 CALs. You may use SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices instead of Exchange Server 2007 CALs to access instances of Exchange Server 2007 Standard or Enterprise Edition in the Windows Small Business Server 2008 domain.
 - Windows Server 2008 CALs. You may use SBS 2008 CAL Suite or SBS 2008 CAL Suite for Premium Users or Devices instead of Windows Server 2008 CALs to access instances of Windows Server 2008 in the Windows Small Business Server 2008 domain.
 - SQL Server 2008 Small Business CALs. You may use SBS 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 Small Business CALs to access your instances of SQL Server 2008 Standard or Enterprise Edition or SQL Server 2008 Workgroup Edition in the Windows Small Business Server 2008 domain.

- v. 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.
- vi. Reassignment of CALs. You may
 - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
 - 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.
- b. Multiplexing. Hardware or software you use to
 - pool connections,
 - reroute information,
 - reduce the number of devices or users that directly access or use the software, or
 - reduce the number of devices or users the software directly manages,
 (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
- c. Font Components. While the software is running, you may use its fonts to display and print content. You may only
 - embed fonts in content as permitted by the embedding restrictions in the fonts; and
 - temporarily download them to a printer or other output device to print content.
- d. 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.
- e. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- f. Included Microsoft Programs. The Microsoft Windows Small Business Server 2008 Standard Edition software contains the following Microsoft programs:
 - Windows Server 2008 Standard technologies,
 - Exchange Server 2007 Standard Edition,
 - Windows SharePoint Services 3.0,
 - Windows Server Update Services 3.0 SP1
 If the software is Microsoft Windows Small Business Server 2008 Premium Edition, the software also includes:
 - Windows Server 2008 Standard technologies for SBS Premium, and
 - SQL Server 2008 Standard Edition for Small Business.
 These license terms apply to your use of those programs.
- g. Included Microsoft Services. Certain Microsoft services are offered for use with this software. Your use of these services with the software is optional.
 - Forefront Security for Exchange Server, 120 day trial – The terms of service apply to your use of this service. They are provided below these license terms. If you do not want to use this service, you may uninstall it.
 - Windows Live OneCare for Server, 120 day trial – This service may be included with the server software. Where included, it will run in partial operational mode upon installation of the software. The service will only run in full operational mode after you sign up for the service and accept the separate service agreement. The terms of use that come with this service apply to your use of it. You may not use the service or the software unless you sign up for the service and accept the service agreement. The service will not try to auto-update scan engines until you complete such sign up. If you do not want to use this service, you may uninstall it.
 - Microsoft Office Live Small Business – This service may be offered with the server software. Where offered, the terms of service that come with this service apply to your use of it. You may not use the service unless you sign up for the service and accept the separate service agreement.

4. **MANDATORY ACTIVATION.** Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see <http://www.microsoft.com/piracy/mpa.aspx>. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Unless the software is activated, you have no right to use the software after the time permitted for activation. This is to prevent its unlicensed use. You are not permitted to bypass or circumvent activation. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.
5. **VALIDATION.**
- Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see <http://go.microsoft.com/fwlink/?LinkId=117999>.
 - The software may from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. These updates and downloads may be delivered to you through the Windows Update service (if you use the service) or through other means. During or after a validation check, the software may send information about the software, the device and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <http://go.microsoft.com/fwlink/?LinkId=96551>.
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6. **POTENTIALLY UNWANTED SOFTWARE.** If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in
- other software on your computer ceasing to work, or

- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

7. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, go to <http://go.microsoft.com/fwlink/?linkid=34493>. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

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

- **Windows Update Feature.** You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.
- **Web Content Features.** Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- **Auto Root Update.** The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- **Windows Media Player.** When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to www.go.microsoft.com/fwlink/?linkid=51331.

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>.
- **Network Connectivity Status Icon.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
 - Microsoft Error Reporting Service. This feature helps Microsoft and Windows partners diagnose problems in the software and provide solutions. Not all problems will have a solution but when a solution is available, it will be offered as a step to solve a problem you have reported or as an update to install. To help prevent problems and make the software more reliable, some solutions are also included in service packs and future versions of the software.
 - IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
 - configure your firewall to always enable IPv6 connectivity
 by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".
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