

Ergänzungsvereinbarung zum Rahmen- Endbenutzer-Lizenzvertrag für Microsoft-Software, Microsoft Developer Network-Abonnement (Für das Microsoft Developer Network Academic Alliance-Programm)

Diese Ergänzungsvereinbarung (im Folgenden "ERGÄNZUNGSVEREINBARUNG") zum Rahmen-Endbenutzer-Lizenzvertrag für Microsoft-Software, Microsoft Developer Network-Abonnement (im Folgenden "EULA") ist ein rechtsgültiger Vertrag zwischen Microsoft Corporation ("Microsoft") und einem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG, der von Microsoft für die Teilnahme am Microsoft Developer Network Academic Alliance-Programm ("MSDN Academic Alliance-Programm") zugelassen wurde.

Diese ERGÄNZUNGSVEREINBARUNG gestattet die Verwendung der dem EULA unterliegenden SOFTWARE durch einen BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG (gemäß folgender Definition) in Lehr- und Forschungseinrichtungen ohne Gewinnerzielungsabsichten. Diese ERGÄNZUNGSVEREINBARUNG gestattet dem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG darüber hinaus die Verwendung der SOFTWARE ohne Gewinnerzielungsabsichten zum Entwerfen, Entwickeln und Testen von Softwareanwendungen oder Hardware, die der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG erstellt hat. SOFTWARE umfasst von Microsoft bereitgestellte Abonnementsaktualisierungen (gemäß Definition im EULA). Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG muss nicht eine Person ohne Gewinnerzielungsabsichten sein, die SOFTWARE darf jedoch nicht zu Zwecken der Gewinnerzielung verwendet werden.

Indem Sie die SOFTWARE installieren, kopieren oder anderweitig verwenden, erklärt der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG sich damit einverstanden, an die Bestimmungen des EULAs und dieser ERGÄNZUNGSVEREINBARUNG gebunden zu sein. Falls der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG den Bestimmungen nicht zustimmt, sind Sie nicht berechtigt, die SOFTWARE zu installieren, zu kopieren oder zu verwenden.

1. Definitionen.

Großgeschriebene Begriffe haben in dieser ERGÄNZUNGSVEREINBARUNG die Bedeutung, die ihnen im EULA zugewiesen wurde, sofern in dieser ERGÄNZUNGSVEREINBARUNG nicht abweichend festgelegt. Die folgenden Definitionen werden im Rahmen dieser ERGÄNZUNGSVEREINBARUNG ergänzt:

1.1 "LEHRKÖRPER" bedeutet das vom BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG zum Zwecke der Lehre oder des Unterrichts von SCHÜLERN ODER STUDIERENDEN oder für Forschungstätigkeiten im Namen des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG ordnungsgemäß bestellten Personals.

1.2 "SOFTWARE" hat die im EULA festgelegte Bedeutung.

1.3 "BERECHTIGTER BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG" bedeutet ein Fachbereich in einer Bildungseinrichtung, die (a) von einer weithin anerkannten Genehmigungsstelle ordnungsgemäß als Bildungseinrichtung mit dem alleinigen Zweck der Unterrichtung ihrer immatrikulierten Studierenden anerkannt wurde und (b) von Microsoft in freier Entscheidung für die Teilnahme am MSDN Academic Alliance-Programm zugelassen wurde. Zugelassene Bildungseinrichtungen schließen möglicherweise ein, sind jedoch nicht beschränkt auf die folgenden Arten öffentlicher oder privater Schulen in den USA oder Kanada: Highschools K-12; Berufsschulen, Junior Colleges, Colleges, Universitäten und Wissenschafts-, Handels- oder technische Schulen. Bei Fragen zur Anerkennung als

Bildungseinrichtung wenden Sie sich bitte an Microsoft Sales Information Center, One Microsoft Way, Redmond, WA 98052-6399 oder an die Microsoft-Niederlassung für Ihr Land.

1.4 "SCHÜLER ODER STUDIERENDE" bedeutet ordnungsgemäß für vom BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG angebotene Unterrichtsveranstaltungen eingeschriebene Schüler oder Studierende.

1.5 "VERWENDUNG" bedeutet die nicht kommerzielle Verwendung der SOFTWARE ausschließlich durch den LEHRKÖRPER, das PERSONAL und/oder die SCHÜLER ODER STUDIERENDEN allein zu den folgenden Zwecken: (a) zum Entwickeln, Unterstützen und Durchführen von Unterrichtsveranstaltungen, Praxislabors oder entsprechenden Programmen, die vom BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG angeboten werden und für die Teilnahme am MSDN Academic Alliance-Programm zugelassen wurden; (b) zum Durchführen nicht kommerzieller Forschungsprojekte unter Verwendung der SOFTWARE (Hinweis: Forschung im Auftrag der National Science Foundation oder der US-Regierung gilt als "nicht kommerzielle" Forschung); und/oder (c) zum Entwerfen, Entwickeln und Vorführen von Softwareanwendungen oder Hardware, die mit der SOFTWARE interagieren, allein zu den in Abschnitt 1.5(a) oder 1.5(b) aufgeführten Zwecken. "VERWENDUNG" im Rahmen dieser ERGÄNZUNGSVEREINBARUNG umfasst nicht die Verwendung der SOFTWARE zu anderen allgemeinen geschäftlichen Zwecken als durch Mitarbeiter des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG, die mit Support und Benutzerunterstützung der SOFTWARE und der Verwaltung der Einhaltung der Bestimmungen des MSDN Academic Alliance Programms befasst sind.

1.6 "PERSONAL" bedeutet das vom BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG zum Zwecke der Lehre oder des Unterrichts von SCHÜLERN ODER STUDIERENDEN oder für nicht kommerzielle Forschungstätigkeiten oder anderen Tätigkeiten mit Forschungsbezug im Namen des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG ordnungsgemäß bestellten Personals.

2. Lizenzeinräumung für die Verwendung in Lehre und Forschung.

2.1 Gestrichene/ergänzte Absätze im EULA. Der EULA wird ausschließlich für die Zwecke dieser Ergänzungsvereinbarung wie folgt ergänzt:

(a) Die folgenden Abschnitte des EULA werden vollständig gestrichen: Absatz 2.1 (Allgemeine Lizenzeinräumung); Absatz 17 (Softwareübertragung); Absatz 2.5 (Trennung von Komponenten); Absatz 6.2 (Microsoft Office).

(b) Zusätzlich zu den oben aufgeführten ausdrücklich gestrichenen Absätzen unterliegt die VERWENDUNG der SOFTWARE Abschnitt 1.5 dieser ERGÄNZUNGSVEREINBARUNG, ungeachtet anders lautender Lizenzeinräumungen, die möglicherweise im EULA enthalten sind, mit Ausnahme von Abschnitt 9 (Vorabversionscode); Vorabversionscode darf nur nach Maßgabe des EULA verwendet werden.

2.2 Allgemeine Lizenzeinräumung für die Verwendung in Lehre und Forschung. Microsoft räumt hiermit dem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG, der den Lizenzbestimmungen und -bedingungen des EULA und der Komponenten-EULA-Lizenzverträge gemäß den Ergänzungen durch diese ERGÄNZUNGSVEREINBARUNG unterliegt, eine nicht exklusive Lizenz ein:

(i) zum Installieren beliebiger und aller SOFTWARE, die im Rahmen des MSDN Academic Alliance-Programms verfügbar ist (ob vom BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG in Form physischer Medien (CD-ROM oder DVD) oder als Webdownload von einer autorisierten MSDN-Abbonnenten-Downloadsite) auf einer beliebigen Anzahl von Servern oder Personalcomputern, die sich in den Räumlichkeiten des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG befinden, und um solche SOFTWARE für die Verwendung durch LEHRKÖRPER, PERSONAL und SCHÜLER ODER STUDIERENDE zum ausschließlichen Zweck der VERWENDUNG gemäß der Definition in Abschnitt 1.5 oben zur Verfügung zu stellen. Zusätzlich darf der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG die auf seinen Servern installierte SOFTWARE für den Download auf eine beliebige Anzahl von Personalcomputern, Laptops und anderen Geräten dieser Art durch LEHRKÖRPER, PERSONAL und SCHÜLER ODER STUDIERENDE für die Verwendung innerhalb oder außerhalb der

Räumlichkeiten des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG zur Verfügung stellen, jedoch zum ausschließlichen Zweck der VERWENDUNG gemäß der Definition in Abschnitt 1.5 oben. Die SOFTWARE auf Computern des LEHRKÖRPERS, des PERSONALS und der SCHÜLER ODER STUDIERENDEN darf nicht weiter kopiert oder an Dritte verliehen werden, sofern diese in diesem Dokument nicht ausdrücklich bezeichnet werden. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG ist dafür verantwortlich, genannten LEHRKÖRPER, PERSONAL, SCHÜLER ODER STUDIERENDEN darauf hinzuweisen und dessen diesbezügliche Zustimmung einzuholen, dass die Verwendung der SOFTWARE strikt den Lizenzbestimmungen und -bedingungen des EULA und dieser ERGÄNZUNGSVEREINBARUNG unterliegt (unabhängig von einem im Verlauf eines Installationsvorgangs angezeigten Lizenzvertrag); der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG protokolliert die Anzahl der Downloads der SOFTWARE von den eigenen Servern und stellt diese Informationen auf angemessene Aufforderung hin Microsoft zur Verfügung; und

(ii) zum Erstellen von nicht mehr als fünfzig (50) zusätzlichen CD-ROM-Kopien der SOFTWARE zur Verwendung als Sicherungskopien oder zum kostenfreien Verleihen solcher physischer Disketten- oder CD-ROM-Kopien an SCHÜLER ODER STUDIERENDE, PERSONAL und LEHRKÖRPER zum ausschließlichen Zweck der VERWENDUNG gemäß der Definition in Abschnitt 1.5 oben. Die in diesem Abschnitt 2.2(ii) benannten CD-ROM-Kopien dürfen vom BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG an LEHRKÖRPER, PERSONAL und/oder SCHÜLER ODER STUDIERENDE (a) für die Installation auf Personalcomputern in den Räumlichkeiten des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG; und/oder (b) für die Installation auf Personalcomputern oder Computern von LEHRKÖRPER, PERSONAL und/oder SCHÜLERN ODER STUDIERENDEN außerhalb der Räumlichkeiten. Keine solcher CD-ROM-Kopien der SOFTWARE dürfen anderweitig kopiert oder an Dritte verliehen werden, sofern diese in diesem Dokument nicht ausdrücklich bezeichnet werden. Kein Mitglied des LEHRKÖRPERS, des PERSONALS und kein SCHÜLER ODER STUDIERENDER darf weitere Kopien erstellen oder eine CD-ROM-Kopie der SOFTWARE weiter verleihen, die an diesen verliehen wurde. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG muss von allen Mitgliedern des LEHRKÖRPERS, des PERSONALS und von allen SCHÜLERN ODER STUDIERENDEN, an die er CD-ROM-Kopien der SOFTWARE verleiht, die diesbezügliche Zustimmung einholen, dass die Verwendung der SOFTWARE strikt den Lizenzbestimmungen und -bedingungen des EULA und dieser ERGÄNZUNGSVEREINBARUNG unterliegt (unabhängig von einem im Verlauf eines Installationsvorgangs angezeigten Lizenzvertrag) und dass die SOFTWARE ausschließlich in Ausübung des Rechtes auf VERWENDUNG verwendet werden darf, das in diesem Dokument in Abschnitt 1.5 gewährt wird. Zusätzlich muss der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG die Namen aller Mitglieder des LEHRKÖRPERS, des PERSONALS und aller SCHÜLER ODER STUDIERENDEN protokollieren, an die solche CD-ROM-Kopien der SOFTWARE verliehen wurden. Auf angemessene Anforderung hin gewährt der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG Microsoft Einblick in diese Verleihprotokolle.

(iii) zum Gewähren der Erlaubnis für SCHÜLER ODER STUDIERENDE, LEHRKÖRPER oder PERSONAL, eine Kopie der SOFTWARE oder einer ihrer Komponenten zu erstellen; dies unter Verwendung von CD-Brennern, die sich in den Räumlichkeiten des BERECHTIGTEN BENUTZERS EINER ANERKANNTEN BILDUNGSEINRICHTUNG befinden, und zum ausschließlichen Zweck der VERWENDUNG gemäß der Definition in Abschnitt 1.5 oben. Keine solcher CD-ROM-Kopien der SOFTWARE dürfen anderweitig kopiert oder an Dritte verliehen werden, sofern diese in diesem Dokument nicht ausdrücklich bezeichnet werden. Kein Mitglied des LEHRKÖRPERS, des PERSONALS und kein SCHÜLER ODER STUDIERENDER darf weitere Kopien erstellen oder eine CD-ROM-Kopie der SOFTWARE weiter verleihen, die gemäß der Beschreibung in diesem Abschnitt 2.2(iii) erstellt wurde. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG muss von allen Mitgliedern des LEHRKÖRPERS, des PERSONALS und von allen SCHÜLERN ODER STUDIERENDEN, denen er die Erlaubnis zum Kopieren der SOFTWARE gewährt, die diesbezügliche Zustimmung einholen, dass die Verwendung der SOFTWARE strikt den Lizenzbestimmungen und -bedingungen des EULA und dieser ERGÄNZUNGSVEREINBARUNG unterliegt

(unabhängig von einem im Verlauf eines Installationsvorgangs angezeigten Lizenzvertrag) und dass die SOFTWARE ausschließlich in Ausübung des Rechtes auf VERWENDUNG eingesetzt werden darf, das in diesem Dokument in Abschnitt 1.5 gewährt wird. Zusätzlich muss der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG die Namen aller Mitglieder des LEHRKÖRPERS, des PERSONALS und aller SCHÜLER ODER STUDIERENDEN protokollieren, denen die Erlaubnis zum Kopieren der SOFTWARE in der beschriebenen Weise gewährt wurde. Auf angemessene Anforderung hin gewährt der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG Microsoft Einblick in diese Protokolle.

Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG darf die SOFTWARE nicht mehr an Mitglieder des LEHRKÖRPERS, des PERSONALS oder an SCHÜLER ODER STUDIERENDE nach deren Beendigung ihrer Verbindung mit dem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG verleihen und diesen keine Erlaubnis zum Erstellen von Kopien und auf keine andere Weise Zugriff auf die SOFTWARE gewähren. Im Falle dass Microsoft den BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG davon in Kenntnis setzt oder der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG davon Kenntnis erlangt, dass ein Mitglied des LEHRKÖRPERS, des PERSONALS oder ein SCHÜLER ODER STUDIERENDER gegen die Lizenzbestimmungen und -bedingungen des EULA und/oder dieser ERGÄNZUNGSVEREINBARUNG verstößt, darf der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG solchen Personen keinen Zugriff mehr auf die SOFTWARE gewähren, und der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG muss alle möglichen Anstrengungen unternehmen, die unverzügliche Rückgabe aller SOFTWARE zu verlangen oder deren Vernichtung zu bestätigen, die sich im Besitz oder in der Kontrolle eines solchen SCHÜLERS ODER STUDIERENDEN oder Mitglieds des PERSONALS oder des LEHRKÖRPERS befindet.

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Ungeachtet der vorangehenden Lizenzeinräumung im Hinblick auf die SOFTWARE fallen jene Komponenten der SOFTWARE, die in der dieser ERGÄNZUNGSVEREINBARUNG beigefügten Anlage 1 aufgeführt sind, NICHT unter das MSDN Academic Alliance-Programm und werden nicht gemäß dieser ERGÄNZUNGSVEREINBARUNG lizenziert. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG darf diese Komponenten nicht verwenden.

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(d) Um bestimmte Komponenten der SOFTWARE auf seinen Servern zu installieren, benötigt der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG möglicherweise einen Product Key ("Volume License Key"). Der Volume License Key wird dem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG zugewiesen und muss geschützt werden. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG darf den Volume License Key nur den Mitarbeitern offen legen, die mit Support und Benutzerunterstützung der SOFTWARE und der Verwaltung der Einhaltung der Bestimmungen des MSDN Academic Alliance Programms befasst sind. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG wird für alle Schäden aus nicht autorisierter Verwendung des Volume License Key haftbar gemacht. Zusätzlich benötigt der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG für die Installation bestimmter Komponenten der SOFTWARE gemäß Abschnitt 2.2(ii) und 2.2(iii) einen Academic Alliance Product Key ("Product Key"). Der Product Key wird dem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG zugewiesen und muss ebenfalls geschützt werden. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG darf den Product Key solchen SCHÜLERN ODER STUDIERENDEN oder Mitgliedern des LEHRKÖRPERS oder des PERSONALS offen legen, denen der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG Kopien weitergibt oder ein Kopieren der SOFTWARE gemäß Abschnitt 2.2(ii) und (iii) erlaubt. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG muss alle möglichen Anstrengungen unternehmen, um die SCHÜLER ODER STUDIERENDEN, das PERSONAL und den LEHRKÖRPER über die Einschränkungen und Sicherheitsaspekte im Zusammenhang mit der Verwendung des Product Key in Kenntnis zu setzen. Im Falle dass Microsoft den BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG davon in Kenntnis setzt oder der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG davon Kenntnis erlangt, dass ein SCHÜLER ODER STUDIERENDER oder ein Mitglied des LEHRKÖRPERS oder des PERSONALS den Product Key in unzulässiger Weise verwendet, muss der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG einen solchen SCHÜLER ODER STUDIERENDEN, ein solches Mitglied des LEHRKÖRPERS oder PERSONALS darüber unterrichten, dass diese für die Verwendung der SOFTWARE nicht mehr autorisiert sind.

3. Wirksamkeit der Ergänzungsvereinbarung.

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4. Kündigung.

In dem Falle, dass der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG seine Teilnahme am MSDN Academic Alliance-Programm von sich aus kündigt, darf der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG keine Kopien der SOFTWARE mehr erstellen und SCHÜLERN ODER STUDIERENDEN oder Mitgliedern des PERSONALS oder des LEHRKÖRPERS zum Installieren auf Computern außerhalb der Räumlichkeiten den Zugriff auf diese oder die Erlaubnis zum Kopieren der SOFTWARE nicht mehr gewähren und die SOFTWARE nicht mehr an diese verleihen. Der BERECHTIGTE BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG darf jedoch weiterhin die bis zum Zeitpunkt der Kündigung erhaltene SOFTWARE auf den internen Servern und auf seinen Computern in den eigenen Räumlichkeiten zum ausschließlichen Zweck der VERWENDUNG gemäß der Definition in Abschnitt 1.5 oben und gemäß den verbleibenden Lizenzbestimmungen und -berechtigungen des EULA und dieser ERGÄNZUNGSVEREINBARUNG verwenden.

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ANLAGE 1

ZUR

ERGÄNZUNGSVEREINBARUNG ZUM RAHMEN-ENDBENUTZER-LIZENZVERTRAG (Für das Microsoft Developer Network Academic Alliance-Programm)

Die folgende SOFTWARE ist vom MSDN Academic Alliance-Programm ausgenommen und darf von einem BERECHTIGTEN BENUTZER EINER ANERKANNTEN BILDUNGSEINRICHTUNG nicht verwendet werden:

Microsoft Office

Microsoft FrontPage

MASTER END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE MSDN, THE MICROSOFT DEVELOPER NETWORK SUBSCRIPTION

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1. THE MICROSOFT DEVELOPER NETWORK SUBSCRIPTION PROGRAM

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1.3 *Description of Materials Provided Under MSDN.* Depending on the subscription level you have purchased, MSDN may consist of: (a) product documentation, sample applications, books and periodicals, tools and utilities, and miscellaneous technical information (collectively referred to as "Documentation"); (b) server operating systems and server applications (collectively referred to as "Server Software"); (c) client operating systems ("Desktop Operating Systems"); (d) desktop applications ("Desktop Applications"); and (e) software development toolkits (or SDKs), software resource kits, and development tools (collectively referred to in this EULA as "Developer Tools"). Any of the software programs provided under

MSDN may also be referred to as a "Component"(for example, Windows XP Professional, Microsoft SQL Server, and the Platforms Software Development Kit are provided to you with MSDN as "Components" of MSDN).

1.4 *Navigating this EULA.* Most provisions of this EULA apply to your general use of any Software provided to you under MSDN. In addition, however, certain license rights or limitations are identified as applicable only to (a) one of the specific groups of software programs identified above in Section 1.3, and/or (b) a specific Component.

2. GENERAL GRANTS OF LICENSE AND LICENSE LIMITATIONS Microsoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA.

2.1 *General Grant of License.* Microsoft grants to you as an individual, a personal, nonexclusive license to use the Software, and to make and use copies of the Software for the purposes of designing, developing, testing, and demonstrating your software product(s), provided that you are the only individual using the Software. If you are an entity, Microsoft grants to you a personal, nonexclusive license to use the Software, and to make and use copies of the Software, provided that for each individual using the Software within your organization, you have acquired a separate and valid license for each such individual.

2.2 *Documentation.* You may make and use an unlimited number of copies of any Documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.

2.3 *Component End User License Agreements.* Components that you receive as part of MSDN may include a separate end-user license agreement (each, a "Component EULA"). In the event of inconsistencies between the rights described in this EULA and any Component EULA that is not resolved expressly in this EULA (e.g., use of Desktop Applications, Server Software, Developer Tools, Prerelease Code), the terms of this EULA shall control. A Component EULA may have additional rights that are not specified in this EULA and to the extent that such rights are not inconsistent with the terms of this EULA, the Component EULA shall control solely with respect to that Component.

2.4 *Third Party Components.* The Software may also contain third party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that software.

2.5 *Separation of Components.* The Software is licensed as a single product. Except as otherwise expressly provided in this EULA, its component parts may not be separated for use by more than one user, unless such other user is also a licensed end user of MSDN.

2.6 *Benchmark Testing.* You may not disclose the results of any benchmark test of Server Software (as defined below in Section 4.1) or the .NET Framework component of the Software to any third party without Microsoft's prior written approval. The foregoing does not, however, apply to the Server Software for Windows Server or Exchange Server.

2.7 *Mandatory Activation.* **To reduce software piracy, Microsoft requires certain Components to be activated. Microsoft will not collect any personally identifiable information from your computer during the activation process without your consent. The product keys you receive from MSDN for those Components requiring activation allow for up to ten activations per Component.**

Activation of your copies of the Component in the manner described during its setup sequence is required; otherwise, for each copy of a Component with required activation, the license rights granted under this EULA are limited as follows: (a) for Windows Server 2003 and Windows XP, to the first 60 days after you first install the Server Software; (b) for Microsoft Office, Microsoft Project 2002 and Visio 2002, to the first 50 launches of the Desktop Applications Software; and (c) for other Components that may require activation, please refer to information as specifically indicated in the Component's setup sequence.

You may activate the Components requiring activation through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Component if you modify your computer hardware or alter the Component. If you choose Internet activation, the Component will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Component. You agree to allow the Component to conduct this authentication process. If you have an unlicensed

copy of the Component, you are not allowed to install the Component or future Component updates. Additional information about activation is available online at the Microsoft support site.

3. DEVELOPER TOOLS

3.1 Redistributable Code License Grants. In addition to the rights granted in **Section 2**, certain portions of the Software as described in this Section, if included with the Software you have licensed, are provided to you with additional license rights. These additional license rights are conditioned upon your compliance with the distribution requirements and license limitations described in **Section 3.2** ("Distribution Requirements and License Limitations").

3.1.1 Sample Code. Microsoft grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the Software identified as "Samples" in REDIST.TXT or elsewhere in the Software ("Sample Code") for the sole purposes of designing, developing, and testing your software product(s), and (b) reproduce and distribute the Sample Code, along with any modifications, in object code form, and/or in source code form. For applicable redistribution requirements for Sample Code, see **Section 3.2**.

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3.2 Distribution Requirements and License Limitations -- General Requirements. If you choose to exercise your rights under **Section 3.1**, any redistribution by you is subject to your compliance with this Section 3.2; some of the Redistributable Code has additional limited use rights described in **Section 3.3**.

3.2.1 If you choose to redistribute Sample Code, Redistributable Code, VC Redistributables, or Server Redistributables (defined in **Section 4.2.3**) (collectively, the "Redistributables"), you agree:

a. Except as otherwise noted in **Section 3.1.1** ("Sample Code"), to distribute the Redistributables in object code form and only in conjunction with and as a part of a software application product developed by you that adds significant and primary functionality to the Redistributables ("Licensee Software");

b. That the Redistributables only operate in conjunction with Microsoft Windows platforms; (NOTE: this subsection does not apply to Server Redistributables or Microsoft Office Developer ("MOD").)

c. If the Licensee Software is distributed outside of your organization or is in any way provided to any third party, to distribute the Licensee Software

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d. Not to use Microsoft's name, logo, or trademarks to market the Licensee Software;

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3.3 Additional Distribution Requirements and License Rights and Limitations – Software-Specific.

3.3.1 *Microsoft SQL Server Desktop Engine ("MSDE")*. If you redistribute MSDE you agree to comply with the following additional requirements: (a) Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless Licensee Software requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use MSDE for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

3.3.2 *Microsoft Data Access Components*. If you redistribute the Microsoft Data Access Component file identified as MDAC_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of an Licensee Software developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC_TYP.EXE.

3.3.3 *SQL Server 2000 Windows CE Edition*. If you redistribute Microsoft SQL Server 2000 Windows CE Edition, then within your Licensee Software, the SQL Server 2000 Windows CE Edition Redistributables must operate in conjunction with Microsoft SQL Server 2000 Windows CE Edition. Note: Any Device on which a Microsoft SQL Server 2000 Windows CE Edition-based Licensee Software is deployed must be appropriately licensed to access and utilize the services of Microsoft SQL Server.

3.3.4 *Visual Studio .NET*.

a. *Web Stress Functionality/ACT Tool*. If included with the edition of the Software you have acquired, then as provided in the corresponding Software documentation, you have the ability to use the component of the Software identified as the Licensee Software Center Test ("ACT Tool") to perform stress tests against websites in its default mode (which is to honor any "robots.txt" files it may encounter) or to set the ACT Tool to not honor any "robots.txt" files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.

b. *Crystal Reports for Microsoft Visual Studio.NET*. Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio .NET; your use of Crystal Reports for Microsoft Visual Studio.NET is subject to your acceptance of the terms and conditions of the end user license agreement from Crystal Decisions for that product (a copy of the Crystal Decisions end user license agreement can be found in the Software).

4. SERVER SOFTWARE

4.1 *General*. The Software may include certain Microsoft server products. Any Server Software provided to you as part of MSDN is provided for your use solely in conjunction with the design, development, testing and demonstration of software products created by you that run in conjunction with the Server Software. The Server Software may not be used in a live production environment. Your use of the Server Software is subject to this EULA, the terms of which supercede those of any end user license agreements contained in any Server Software.

The Server Software consists of software programs that provide services or functionality on a computer capable of running the server software ("Server Software"; the computer running the Server Software shall be referred to as the "Server.") and may also include software programs that allow an electronic device (a "Device") to access or utilize the services or functionality provided by the Server Software ("Device Software").

4.2 *Installation and Grants of License*.

4.2.1 *Server Software*. Solely for purposes of designing, developing, testing, and demonstrating your software product(s) that run in conjunction with the Server Software (any such software product, "Licensee Server Software"), Microsoft grants you a limited, nonexclusive, royalty-free license to make, use and install the Server Software for any individual Server Software on any number of Servers. All portions of any one copy of Server Software, however, must be installed and used on one and the same Server.

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4.2.2 *Device Software*. Except as otherwise provided, if Device Software is included with the Server Software, Microsoft grants a limited, nonexclusive, royalty-free license to make, use and install the Device Software on any number of Devices for use by others, **provided that** such use is solely in conjunction with the design, development, testing, and demonstration of Licensee Server Software.

4.2.3 *Software Development Kits (or "Developer Editions") for Server Software*. Certain Server Software may also include listings in a REDIST.TXT file. For purposes of this Section, the files identified in any such Server Software are referred to as "Server Redistributables" and are subject to the same license grant provided above for Redistributable Code (see, **Section 3.1**). Server Redistributables, with the exception of the Microsoft SQL Server Desktop Engine ("MSDE"), are not, however, subject to certain redistribution requirements as specifically noted in **Section 3.3.1**. In addition, the Server Redistributables included with Microsoft Systems Management Server are subject to additional limitations as noted in **Section 4.3.5**, below.

4.3 Additional Rights and Limitations for Specific Server Software. Certain subscriptions to MSDN may contain Server Software that are subject to the following additional rights or limitations:

4.3.1 *All Server Software*.

- a. For purposes of this Agreement, "testing" does not include staging in a production environment such as loading content on a Server prior to production use.
- b. The use of the Server Software is limited to design, development, testing and demonstration use only (as described in this Section 4) and the deployment of Licensee Server Software in a production or live environment may require additional licensing for use of and/or access to other Microsoft or third party software products.

4.3.2 *Windows NT Server, Windows 2000 Server, and Windows Server 2003*. The foregoing list of Server Software may be used by no more than four (4) processors of the Server at any one time. You may permit up to 200 anonymous concurrent connections to access your software applications using the Terminal Services component of Windows 2000 Server, so long as: (a) such use is limited to the demonstration of Licensee Software over the Internet for evaluation purposes, and (b) it does not utilize production data.

4.3.3 *Windows Server 2003*

- 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 Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software may not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.
- c. *Automatic Internet-Based Services*. The Server 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 Server Software documentation or the Microsoft online support site.

i. *Windows Update Features.* Under the Server 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 Server Software's default configuration, if you are connected to the Internet, several features of the Server 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 Server 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 Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate protected content. Additionally, the Server 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.

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).

vi. *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.

4.3.4 *Application Center 2000*. For purposes of this product, "testing" shall be deemed to include (i) testing of your software products to ensure they are deployable with Application Center 2000; and (ii) the right to build integration points (such as monitors) and determine any effects of use.

4.3.5 *Systems Management Server version 2.0 ("SMS")*.

a. You may install and use the Installer component of the Device Software ("SMS Installer") only on Devices used within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing and testing your Setup Programs.

b. You may also install and use in object code form the SMS Redistributables (as listed in the SMS REDIST.TXT file), along with any modifications you may make to the Sample Code, only on Devices within your organization for a purpose other than creation of Setup Programs, provided that you: (i) reproduce and use the SMS Redistributables only in conjunction with or as part of a Setup Program; (ii) have a valid Client Access License for any version of Microsoft Systems Management Server for each Device that uses the SMS Redistributables; and (iii) indemnify, hold harmless, and defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney's fees, that arise or result from the use of your Setup Program or any software installed by your Setup Program. You do not have any other right to install or use SMS Installer.

5. DESKTOP OPERATING SYSTEMS

5.1 *Remote Desktop/Remote Assistance/NetMeeting*. Certain Desktop Operating Systems software contains Remote Desktop, Remote Assistance, and NetMeeting technologies that enable the Software or applications installed on a computer (sometimes referred to as a host device) to be accessed remotely from other devices. Provided that your use is within the scope of the license granted in **Section 2**: (a) you may use the Software's Remote Desktop feature (or other software which provides similar functionality for a similar purpose) to permit any device to use, access, display or run the Software without acquiring a license for the Software on that device, provided only one user uses, accesses, displays, or runs the Software at any one time; and (b) when you are using Remote Assistance or NetMeeting (or other software which provides similar functionality for a similar purpose) you may share your session with other users without acquiring additional licenses for the Software. For Microsoft and non-Microsoft applications, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of the product with Remote Desktop, Remote Assistance, or NetMeeting is permitted without an additional license. As used above, a session means the experience delivered by the Software similar to when a user is using the input, output and display peripherals attached to a workstation computer.

5.2 *Windows Media Format Software Development Kit ("WMFSDK")*. The right to use the WMFSDK components that may be contained in the Software to develop a software application that uses Windows Media technology is available separately. If you wish to use the WMFSDK to develop such an application, visit <http://msdn.microsoft.com/workshop/imedia/windowsmedia/sdk/wmsdk.asp>, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.

5.3 *Internet Gaming/Update Features*. If you choose to utilize the Internet gaming or update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet gaming and/or updating purposes. Microsoft may use this information solely to improve our software or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.

5.4 *Internet-Based Services Components*. The Software contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Software and/or its components that you are utilizing and may provide upgrades or fixes to the Software that will be automatically downloaded to your computer.

6. DESKTOP APPLICATIONS

6.1 General. For each MSDN license acquired that includes Desktop Applications, you may make and to use one additional copy of any of the Desktop Applications provided with your subscription level for business purposes, provided that such business purposes relate specifically to your design, development, testing and demonstration of your software product(s). "Desktop Application" shall include Microsoft Project, Microsoft Office, Microsoft Visio, Microsoft FrontPage, and any other products that Microsoft may provide through MSDN from time to time.

6.2 Microsoft Office. In addition to, but solely with respect to the Microsoft Office Component, for each MSDN license acquired that includes Desktop Applications, the you may make, use, and install one additional copy of Microsoft Office on a single computer for general business purposes provided that he or she is the only individual using such copy of Microsoft Office.

6.3 Front Page (Office XP edition). The Microsoft Office XP edition of Front Page components include the MSNBC news headline component, the MSN MoneyCentral Stock Quote component, and the MSN Search component.

6.3.1 Installation and Use. You may install and use any number of copies of the FrontPage Web components on server computers to provide services as part of your web site on the Internet that you design with FrontPage and that is not a mobile wireless or interactive television site ("Your Web Site").

6.3.2 Restrictions. You may not edit or modify the FrontPage Web components in any manner whatsoever. You may not display any of the trademarks that appear in the FrontPage Web components in any manner that implies sponsorship, endorsement, or license of Your Web Site by the owners of such trademarks. If the FrontPage Web components contain any active links to other sites, you agree to maintain such active links and not redirect or modify them. You may not market, distribute, sublicense, lease or rent the FrontPage Web components on a stand-alone basis. You may not use the FrontPage Web components in connection with any site that is likely to (i) mislead viewers as to the relationship between the site, or the site's owner, and Microsoft, MSN, MSNBC, or Expedia, or their products or services, (ii) infringe any intellectual property or other rights of these parties, (iii) violate any applicable law, or (iv) promote racism, hatred, or pornography. You shall not convert the news headlines in the MSNBC component into an audio format for redistribution to audio users. You agree to immediately remove the FrontPage Web components from Your Web Site if you do not abide by any of these restrictions after notice.

7. WINDOWS MEDIA DIGITAL RIGHTS MANAGEMENT. Content providers are using the digital rights management technology for Windows Media contained in this Server 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 Server 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 Server 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.

8. PRODUCT SUPPORT SERVICES

8.1 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.

8.2 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.

9. PRERELEASE CODE. Portions of the Software may be identified as prerelease code, beta code, or as a "release candidate" (collectively, "Prerelease Code"). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code.

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12. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software.

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