

MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2008 RC

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

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As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

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 - Temporarily download them to a printer or other output device to help print content.
- **Icons and other visual assets.** Subject to these license terms, you may not copy or modify the images and other visual assets in the software for any other purpose.

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software, it is possible that you will also remove or disable software that is not Potentially Unwanted Software. You are solely responsible for selecting which Potentially Unwanted Software the software removes or disables.

3. 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. Because this software is a pre-release version, we have turned on some internet-based features by default to obtain feedback about them. These features connect to Microsoft or service provider computer systems. For more information about these features, see <http://go.microsoft.com/fwlink/?LinkId=38670>. **By using this software, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

i. 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.

- 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 installed the software. Examples of these features are online assistance and search. 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.
- 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=51331>.

- Customer Experience Improvement Program (CEIP). This software uses CEIP, which sends anonymous information about your hardware and how you use this software to Microsoft. To make it easy for you to provide feedback, CEIP is on by default. To learn more about CEIP, see <http://go.microsoft.com/fwlink/?LinkId=52143>.
 - Error Reports. This software automatically sends error reports to Microsoft. These reports include information about problems that occur in the software. Reports might unintentionally contain personal information. For example, a report that contains a snapshot of computer memory might include your name. Part of a document you were working on could be included as well. Microsoft does not use this information to identify you or contact you. To learn more about error reports, see <http://go.microsoft.com/fwlink/?LinkId=56274>.
 - Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check your device for certain malicious software listed at <http://support.microsoft.com/?kbid=890830> ("Malware") and if detected, the software will remove Malware from your device. This software is updated periodically through Automatic updates. To detect and remove future Malware from your device, you will need to run the Malware component of this software each time it is updated. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occur while the software is checking for Malware. No information that can be used to identify you is included in the report. If you choose, the software's Malware reporting functionality can be disabled by following the instructions found at <http://support.microsoft.com/?kbid=890830>. If you receive updates via Automatic Updates, you will only be able to stop receiving updates to this software if you turn off Automatic Updates entirely.
 - Updated Definition Files. When you install the software, or when you use the software, you may choose to obtain updated Potentially Unwanted Software definitions automatically when you connect to the Internet. The software uses the updated definitions to detect new Potentially Unwanted Software.
 - SpyNet. When you install the software, or when you use the software, you may choose to share information about Potentially Unwanted Software and their signatures with SpyNet. SpyNet is a network community that connects users of the software together to identify and share information about Potentially Unwanted Software and signatures. This community reports potential threats identified by features in the software to the SpyNet servers that catalog and update the system to help protect users of the software from new spyware threats.
 - Phishing Filter. This software can warn you if the website you are visiting might be impersonating a trusted website. For more information go to <http://go.microsoft.com/fwlink/?linkid=20615>.
- ii. **Use of Information.** We may use the computer information, error reports, and CEIP information, 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 the how their products run with Microsoft software.
- b. **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.

4. **TIME-SENSITIVE SOFTWARE.** The software will stop running on October 7, 2008. You will not receive any other notice. You may not be able to access data used with the software when it stops running.
5. **MANDATORY ACTIVATION.** **To prevent its unlicensed use, you will not be able to use the software if you do not activate it as described during installation.** You can activate the software by Internet or telephone; 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 until you do.**
6. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You should not share the keys with third parties.
7. **PRE-RELEASE SOFTWARE.** This software is a pre-release version. It may not work the way a final version of the software will. We may change it for the final, commercial version. We also may not release a commercial version.
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- distribute the software or permit others to copy it;
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- transfer the software or this agreement to any third party;
- use the Potentially Unwanted Software definitions separately from the software; or
- use the software for commercial software hosting services.

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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; www.mpegla.com.

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

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

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- a. United States.** If you acquired the software in the United States, Washington state law governs

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

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