

MICROSOFT PRE-RELEASE SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER CODE NAME “Vail”

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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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- You may install and use any number of copies of the software on your premises to design, develop and test your programs for use with the software. You may use as many copies of the software as the product key permits.
- You may not test the software in a live operating environment unless Microsoft permits you to do so under another agreement.

2. 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, see <http://go.microsoft.com/fwlink/?LinkId=38670>. **BY USING THESE FEATURES, 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.
- Windows Update Feature. You may connect new hardware to the device where you installed the software. 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. 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 installed 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.
- **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.microsoft.com/windows/windowsmedia/mp10/privacy.aspx.

- **Windows Rights Management Services.** The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to www.microsoft.com/WINDOWS/RM/PRIVACY. You may choose not to use this feature.
 - **Customer Experience Improvement Program (CEIP) and Error Reports.** This software uses CEIP, which automatically sends to Microsoft anonymous information about your hardware and how you use this software. For more information about CEIP, see <http://go.microsoft.com/fwlink/?LinkId=19422>. This software also automatically sends error reports to Microsoft that describe which software components had errors. 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, or data that you recently submitted to a website. Microsoft does not use the information in error reports to identify you or contact you. For more information about error reports, see <http://go.microsoft.com/fwlink/?LinkId=31490>.
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- 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.
- 3. TIME-SENSITIVE SOFTWARE.** The software will stop running on April 17, 2008. You will not receive any other notice. You may not be able to access data used with the software when it stops running.

4. **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.**
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 - transfer the software or this agreement to any third party; or
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- 13. 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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