1. THE MICROSOFT DEVELOPER NETWORK SUBSCRIPTION PROGRAM

1.1 General. This EULA is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation ("Microsoft"). This EULA governs the Software, which includes computer software (including online and electronic documentation) and any associated media and printed materials. This EULA applies to updates, supplements, add-on components, and Internet-based services components of the Software that Microsoft may provide or make available to you unless Microsoft provides other terms with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software. This EULA also governs any product support services relating to the Software except as may be included in another agreement between you and Microsoft. An amendment or addendum to this EULA may accompany the Software.

1.2 The Microsoft Developer Network Subscription Program -- Overview. The Software governed by this EULA is licensed to you as a subscriber of the Microsoft Developer Network Subscription Program ("MSDN"). If you have not acquired a license to subscribe to MSDN, you are not authorized to use the Software. Microsoft may offer a variety of subscription levels to MSDN; the subscription level you have elected to receive determines the Software that Microsoft provides to you under the terms of this EULA. Certain terms and conditions of this EULA may or may not apply to you as determined by the Software included with the subscription level you have acquired. You may also acquire multiple licenses for a single subscription; such licenses are subject to all terms and conditions of this EULA and are valid only for use with the Software included in the subscription level you have purchased.

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 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.
3. DEVELOPER TOOLS

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.

3.1.2 Redistributable Code. Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the object code form of any portion of the Software listed in a REDIST.TXT file (“Redistributable Code”). For redistribution requirements, see Section 3.2.

3.1.3 Microsoft Merge Modules (“MSM”). Microsoft grants you a limited, nonexclusive, royalty-free license to reproduce and distribute the content of MSM file(s) listed in REDIST.TXT in the manner described in the Software documentation only so long as you redistribute such content in its entirety and do not modify such content in any way. For all other applicable redistribution requirements for MSM files, see Section 3.2.

3.1.4 Microsoft Foundation Classes (MFC), Active Template Libraries (ATL), and C Runtimes (CRTs). Microsoft grants you a limited, nonexclusive, royalty-free license to: (a) use and modify the source code version of those portions of the Software that are identified as MFC, ATL, or CRTs (the “VC Redistributables”), for the sole purposes of designing, developing, and testing your software products; and (b) reproduce and distribute the object code version of the VC Redistributables, including any modifications (or enhancements to the functionality of the VC Redistributables), so long as you rename any files created by you (to avoid conflicts) and include in your Licensee Software (as defined below in Section 3.2.1(a)). For purposes of this Section, “modifications” shall mean enhancements to the functionality of the VC Redistributables. For all other applicable redistribution requirements for VC Redistributables, see Section 3.2.

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 containing the Redistributables pursuant to an end user license agreement (which may be “break the seal”, “click wrap” or signed), with terms no less protective than those contained in these product use rights and your license agreement; (NOTE: this subsection does not apply to Server Redistributables or MOD.)

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

e. To display your own valid copyright notice on the Licensee Software which shall be sufficient to protect Microsoft’s copyright in the Software;

f. Not to remove or obscure any copyright, trademark or patent notices that appear on the Software as delivered to you;

g. To indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney’s fees, that arise or result from the use or distribution of the Licensee Software;

h. To otherwise comply with these terms and conditions;

i. Agree that Microsoft reserves all rights not expressly granted; and

j. Not to permit further distribution of the Redistributables by your end users except you may permit further redistribution of the Redistributables by your end users except your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensee Software, you comply with all other terms of this license agreement, and your distributors comply with all other restrictions of this license agreement that apply to you.

3.2.2 If you use the Redistributables, or any portion thereof (referred to in this paragraph as the “Licensed Software”), then in addition to your compliance with the applicable distribution requirements described for the Licensed Software, the following also applies. Your license rights to the Redistributables are conditioned upon your not (i) creating derivative works of the Redistributables in any manner that would cause the Redistributables in whole or in part to become subject to any of the terms of an Excluded License; or (ii) distributing the Redistributables (or derivative works thereof) in any manner that would cause the Redistributables to become subject to any of the terms of an Excluded License. An “Excluded License” is any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (x) disclosed or distributed in source code form; (y) licensed for the purpose of making derivative works; or (z) redistributable at no charge.

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.


3.3.4 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 supersede 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.

Any number of end users (i.e., in addition to licensed end users) may access and use the Server Software via Devices without the necessity of acquiring additional licenses for the Software provided that such access is solely for purposes of end user testing Licensee Server Software created using MSDN. By way of example and not limitation, the foregoing access rights do not extend to routine internal quality assurance testing by employees or contractors whose primary function is the testing of software.

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
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 software which provides similar functionality for a similar purpose) you may share your session with any other right to install or use SMS Installer.

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.

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”).

b. You may also 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.

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.

13. LINKS TO THIRD PARTY SITES. You may link to third party sites through the use of the Software. The third party sites are not under the control of Microsoft, 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 webcasting or any other form of transmission received from any third party sites. Microsoft is providing 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.

14. ADDITIONAL SOFTWARE/SERVICES. This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Microsoft may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. Microsoft reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

15. 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.

16. EXPORT RESTRICTIONS. You acknowledge that the Software is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments. For additional information see [http://www.microsoft.com/exporting/](http://www.microsoft.com/exporting/).

17. SOFTWARE TRANSFER. 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. This transfer must include all of the Software (including all component parts, 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.

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