

# MICROSOFT TERMS OF USE FOR A VIRTUAL MACHINE ENVIRONMENT DEPLOYED IN MICROSOFT AZURE BY MICROSOFT DYNAMICS LIFECYCLE SERVICES

## MICROSOFT DYNAMICS AX

---

These terms of use are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. This agreement also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

Microsoft provides the software to assist developers and independent software vendors in creating their programs or applications for use with the Microsoft Dynamics AX cloud ERP service (the "Microsoft Dynamics Service").

**BY INSTALLING, HAVING INSTALLED, DOWNLOADING, HAVING DOWNLOADED, DEPLOYING, HAVING DEPLOYED, ACCESSING, OR USING THE SOFTWARE, YOU ACCEPT THIS AGREEMENT AND THE SOFTWARE LICENSE TERMS ATTACHED AS EXHIBIT A FOR THE MICROSOFT PRODUCTS. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT INSTALL, HAVE INSTALLED, DOWNLOAD, HAVE DOWNLOADED, DEPLOY, HAVE DEPLOYED, ACCESS, OR USE THE SOFTWARE OR THE MICROSOFT PRODUCTS LISTED ON EXHIBIT A. If an individual enters into this agreement on behalf of a legal entity, that individual represents that he or she has the authority to bind that entity to this agreement.**

**AS DESCRIBED BELOW, USING SOME FEATURES ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN STANDARD COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.**

---

**If you comply with this agreement, you have the rights below.**

### **1. ACCESS AND USE RIGHTS.**

- a. Use within Microsoft Azure.** You may use the software (and your sample programs) only in virtual machines within Microsoft Azure that are under your organization's Microsoft Azure subscription and which virtual machines are deployed from Microsoft Dynamics Lifecycle Services.
- b. Development, Testing and Demo Use.**
  - You may use the software solely to (x) test the software; (y) design, develop, and test sample programs that you create ("your sample programs") for the Microsoft Dynamics Service; and (z) demonstrate and internally evaluate your sample programs with the Microsoft Dynamics Service.

- You may modify the source and object form of any model files marked as “sample” and incorporate the modified code (“modifications”) into your sample programs.
  - You may upload your sample programs solely to a virtual machine in Microsoft Azure to test, use, demonstrate, and evaluate your sample programs.
  - You may not distribute your sample programs or any model files marked as “sample”.
- c. License Keys.** You may be permitted to access certain features or functionality in the software enabled by a license key (“License Key”) that Microsoft includes in the software. You may use the License Key, but only:
- internally within, and for running, your organization’s business operations, and
  - on your organization’s device(s) on which the Microsoft Dynamics Modern Point of Sale (MPOS) application is installed.
- You may not (i) share the License Key with, or otherwise provide access to the License Key by, any third party; or (ii) install and use any License Key on any device that is not owned or controlled by your organization.
- d. Binary Packages.** The software may produce “Binary Packages” of code with an “.axpackage” extension that incorporates both your sample programs and Microsoft code. You may use such Microsoft code only in the form of the Binary Packages as produced by the software. You may not extract such Microsoft code from the Binary Packages or use such Microsoft code other than in the process of running your sample programs on the Microsoft Dynamics Service.
- e. Icons and Templates.** You may copy icons or templates included in the software and incorporate the copies in your sample programs solely for use with the software and the Microsoft Dynamics Services.
- f. Images.** You may: (i) copy the images and animations (“Images”) included in the software and incorporate the copies in your sample programs for use solely with the Microsoft Dynamics Services; (ii) manipulate, blend, crop or modify the Images to make adjustments to the size, color, brightness or contrast as necessary to optimize your sample programs; and (iii) incorporate such modified Images into your sample programs and use such modified Images solely in the software and the Microsoft Dynamics Service.
- g. Modifications.** Microsoft is not responsible for any problems that result from modifications
- made by or for you or by a third party, or that are caused by third party hardware or software; or
  - caused by any features or services you or any third party include or use with the software or your sample programs, such as features that connect to any third party computer systems over the Internet or any other Internet-based service.
- 2. MICROSOFT PRODUCTS.** The virtual machine image in which the software is deployed uses the Microsoft products or services listed in Exhibit A (“Microsoft Products”). The software license terms governing the Microsoft Products are attached in Exhibit A. You must obtain valid licenses or use rights for each Microsoft Product listed in the attached Exhibit A.
- 3. INTERNET-BASED SERVICES.** Microsoft or its licensors may provide Internet-based services in connection with the software. For example, Microsoft or its licensors may configure the software to check occasionally for updates or supplements to the software. Microsoft or its licensors may change or

cancel such Internet-based services, if any, at any time. For more information on Microsoft privacy practices, see <http://go.microsoft.com/fwlink/p/?linkid=131004&clid=0x409> and any disclosures within the software user interface, if any.

- 4. UPDATES.** Microsoft may, at any time, in its sole discretion, but is not obligated to, provide bug fixes, updates, enhancements, supplements, or additional features or functionality to the software (“**Updates**”). If Microsoft provides Updates, you will deploy the most current Update 30 days after the date that Microsoft makes such Update available. You are solely responsible for deploying any Updates and ensuring they work with the software.
- 5. BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.
- 6. THIRD PARTY MATERIALS.**
  - a. The software includes third party programs or other materials (“Third Party Materials”) with separate legal notices or which are governed by other agreements, as described in the ThirdPartyNotices file accompanying the software. Even if such Third Party Material is governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.
  - b. The software contains copyrighted software that is licensed under its original license terms such as the GNU General Public License (GPL) or the GNU Lesser General Public License (LGPL). Copies of those licenses are included in the ThirdPartyNotices file. You may obtain a copy of the corresponding GPL or LGPL source code from us for a period of three years after our last shipment of the software, if and as required by the GPL or LGPL, by sending a money order or check for \$5.00 to: The Source Code Compliance Team, Microsoft Corporation, One Microsoft Way, Redmond, WA 98052 USA. Please write the name and version of the source code (e.g., “source code for Chromium v. 31.0.1650.57 for Microsoft Dynamics AX in the memo line of your payment. You may also find a copy of the source, if and as required under the GPL or LGPL, at <http://3rdpartysource.microsoft.com>.
- 7. SCOPE OF LICENSE.** The software is licensed, not sold. It is licensed as a single piece of software. You may not separate its component parts. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and solely to the extent: (i) expressly permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software;
  - use the software's files and components within another operating system or application running on another operating system;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software for others to copy;

- distribute, rent, lease, or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

**8. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

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

**10. APPLICABLE LAW.**

- United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**11. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

**12. CONFLICTING TERMS.** If there is an inconsistency between the terms of this agreement for the software and the license terms attached in Exhibit A for the Microsoft Products, the license terms in Exhibit A will control over the conflicting terms with respect to the Microsoft Products, and this agreement will control over the conflicting terms with respect to the software.

**13. DISCLAIMER OF WARRANTY. The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

**FOR AUSTRALIA – You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**

**14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The

above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.

Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit local, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

EXHIBIT A

License Terms for Microsoft Products included in the Virtual Machine Environment

Microsoft Products included in the Virtual Machine Environment	Software License Terms start on the page numbers below or at the links provided
MICROSOFT ACCESS DATABASE ENGINE 2010 REDISTRIBUTABLE	See the Software License Terms at: <a href="http://www.microsoft.com/en-us/download/confirmation.aspx?id=13255">http://www.microsoft.com/en-us/download/confirmation.aspx?id=13255</a>
MICROSOFT AZURE SQL DATABASE	See the Online Services Terms <a href="#">here</a>
MICROSOFT SQL SERVER 2012 EXPRESS	7
MICROSOFT SQL SERVER 2014 EVALUATION	11
MICROSOFT WINDOWS SERVER 2012 R2 DATACENTER	15
MICROSOFT AZURE SOFTWARE DEVELOPMENT KIT, AND FOR MICROSOFT AZURE LIBRARIES FOR .NET 2.6	31
MICROSOFT WINDOWS AZURE STORAGE EMULATOR	35

## **MICROSOFT SOFTWARE LICENSE TERMS**

### **MICROSOFT SQL SERVER 2012 EXPRESS**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

**BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.**

**If you comply with these license terms, you have the rights below.**

**1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices.

**2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

**a. Distributable Code.**

**i. Right to Use and Distribute. If you comply with the terms below:**

- You may copy and distribute the object code form of the software ("**Distributable Code**") in programs you develop;
- You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
- You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

**ii. Distribution Requirements. For any Distributable Code you distribute, you must**

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

**iii. Distribution Restrictions. You may not**

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;

- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

**3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

**4. BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

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

**6. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

**7. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

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

**9. 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.

**10. APPLICABLE LAW.**

- United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

**11. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights



under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

**12. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

**13. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## MICROSOFT EVALUATION SOFTWARE LICENSE TERMS

### MICROSOFT SQL SERVER 2014 EVALUATION

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the evaluation software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

**BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.**

**IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER.** If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

\*\*\*

**If you comply with these license terms, you have the rights below.**

#### 1. INSTALLATION AND USE RIGHTS.

##### a. Installation and Use.

- You may install and use any number of copies of the software on your devices. You may use the software only to demonstrate and internally evaluate it.
- You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.

**b. Included Microsoft Programs.** The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=298186>. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

**c. SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

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

**2. TIME-SENSITIVE SOFTWARE.** The software will stop running one hundred eighty days after you install it. You will not receive any other notice. You may not be able to access data used with the software when it stops running.

**3. THIRD PARTY NOTICES.** The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or

referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: <http://www.asp.net/ajaxlibrary/CDN.ashx>.

4. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
5. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
6. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. You may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
  - disclose the results of any benchmark tests of the software, other than the Microsoft .NET Framework (see separate term above), to any third party without Microsoft's prior written approval;
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software, including any application programming interfaces included in the software, for others to copy;
  - share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
  - rent, lease or lend the software; or
  - use the software for commercial software hosting services.You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.
7. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
8. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
9. **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.
10. **APPLICABLE LAW.**
  - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. **Outside the United States.** If you acquired the software in any other country, the laws of that

country apply.

**11. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

**12. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS-IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

FOR AUSTRALIA - you have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

**13. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- ..... anything related to the software, services, content (including code) on third party Internet sites, or third party programs, and
- ..... claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## MICROSOFT SOFTWARE LICENSE TERMS

### MICROSOFT WINDOWS SERVER 2012 R2 DATACENTER

---

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft:

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

for this software, unless other terms accompany those items. If so, those terms apply.

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

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

**EVALUATION USE RIGHTS. If you acquired an evaluation version of the software, then the EVALUATION USE RIGHTS described in this section apply to your use of the software:**

- You may use the software only to test, demonstrate, and internally evaluate it.
- You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.
- **TIME-SENSITIVE LICENSING.** The evaluation license you have for the software will expire after 180 days. Unless the software is validly licensed, you have no right to use the software after the time permitted for evaluation.
- **Sections 1–3, 5, 10–16, 23, and Limited Warranty do not apply. The remaining sections below apply.**
- **DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees, or conditions. You may have additional consumer rights under your local laws that this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- **Because this software is "as is," we may not provide support services for it.**

**LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to \$5.00 USD. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third-party Internet sites, or third-party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential, or other damages.

**If you acquired a retail version of the software, the license terms described below apply to you.**

---

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

## **1. OVERVIEW.**

**a. Software.** The software includes:

- server software; and
- additional software that may only be used with the server software.

**b. License Model.** The software is licensed based on:

- the number of physical processors in the physical hardware;
- the number of devices and users that access instances of server software; and
- the server software functionality accessed.

**c. Licensing Terminology.**

- **Instance.** You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute)

until it is removed from memory.

· **Operating System Environment.** An “operating system environment” is:

- (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
- (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments: physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g., Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

A physical hardware system can have either or both of the following:

- (i) one physical operating system environment, and
- (ii) one or more virtual operating system environments.

· **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

· **Assigning a License.** To assign a license means simply to designate that license to one device or user.

· **Web Workloads** (also referred to as “Internet Web Solutions”) are publicly accessible and consist solely of web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to your or your affiliates’ employees.

You may use the software in Internet Web Solutions to run:

- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent).
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions.

- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Any other usage of the software is not considered to be a Web Workload.

- **High Performance Computing (“HPC”) Workload** is a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement, and systems management on a Cluster Node for the purpose of supporting the Clustered HPC Applications.
- **Clustered HPC Applications.** “Clustered HPC Applications” is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC Applications divide a computationally complex problem into a set of jobs and tasks that are coordinated by a job scheduler, such as provided by Microsoft HPC Pack or similar HPC middleware that distributes these in parallel across one or more computers operating within an HPC cluster.
- **Cluster Node.** A “Cluster Node” is a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.

## 2. USE RIGHTS.

- a. Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
- b. Determining the Number of Licenses Required.** Each license covers up to two physical processors. In order to determine how many licenses you need for each server, you must count the number of physical processors on the server, divide that number by two, and round up to the nearest whole number.
- c. Assigning the Required Number of Licenses to the Server.**
  - **Initial Assignment.** After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
  - **Reassignment.** You may reassign a software license, but not on a short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the



license becomes the new licensed server for that license.

**d. Running Instances of the Server Software.**

- For each server to which you have assigned the required number of software licenses, you may run on the licensed server, at any one time:
  - (i) one instance of the server software in the physical operating system environment, and
  - (ii) any number of instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).
- However, the total number of physical processors used by those operating system environments cannot exceed twice the number of software licenses assigned to that server.
- The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

**e. Server Repartitioning.** You may reassign licenses sooner than permitted above, when you:

- reallocate physical processors from one licensed hardware partition to another;
- create two or more partitions from one licensed hardware partition;
- create one partition from two or more licensed hardware partitions

as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of licenses and physical processors remains the same.

**f. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software. For a list of additional software, visit [go.microsoft.com/fwlink/?LinkId=290987](http://go.microsoft.com/fwlink/?LinkId=290987).

**g. Creating and Storing Instances on Your Servers or Storage Media.** For each software license you acquire, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

**h. Included Microsoft Programs.** The software contains other Microsoft programs.

These license terms apply to your use of those programs.

### **3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

#### **a. Windows Server 2012 Client Access Licenses (CALs).**

- i.** You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
  - You do not need CALs for any user or device that accesses the Web Workloads.
  - You do not need CALs for any user or device that accesses an HPC Workload.
  - You do not need CALs for any of your servers licensed to run instances of the server software.
  - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
  - You do not need CALs for any instance running in a physical operating system environment used solely to:
    - run hardware virtualization software;
    - provide hardware virtualization services;
    - run software to manage and service operating system environments on the licensed server.
  - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- ii.** Some server software functionality requires additional CALs, as listed below:
  - Windows Server 2012 R2 Remote Desktop Services: Windows Server 2012 Remote Desktop Services CAL
  - Windows Server 2012 R2 Active Directory Rights Management Services: Windows Server 2012 Active Directory Rights Management Services CAL
- iii. Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

- iv. **Reassignment of CALs.** You may:
    - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
    - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
  - v. **Windows Server 2012 R2 Remote Desktop Services.** In addition to a Windows Server 2012 CAL, you must acquire a Windows Server 2012 Remote Desktop Services CAL for each user or device that (i) directly or indirectly accesses the Remote Desktop Services functionality or (ii) directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). For more information about Windows Server 2012 Remote Desktop Services CALs, visit [go.microsoft.com/fwlink/?LinkId=294095](http://go.microsoft.com/fwlink/?LinkId=294095).
  - vi. **Windows Server 2012 Active Directory Rights Management Services CALs.**

In addition to needing a Windows Server 2012 CAL, you must acquire a Windows Server 2012 Active Directory Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server 2012 R2 Active Directory Rights Management Services functionality.
  - vii. The server software can be used in either “per device or per user” mode or “per server” mode. In “per device or per user” mode, you need a Windows Server 2012 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2012 CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number of Windows Server 2012 CALs.
- b. **Multiplexing.** Hardware or software you use to:
    - pool connections,
    - reroute information,
    - reduce the number of devices or users that directly access or use the software,
    - reduce the number of devices or users the software directly manages,(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
  - c. **Font Components.** While the software is running, you may use its fonts to display

and print content. You may only:

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

- d. Icons, images, and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds, and media provided with the software are for your non-commercial use only.
- e. No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
- f. Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
- g. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

- 4. MANDATORY ACTIVATION.** Activation associates the use of the software with a specific device. During activation, the software may send information about the software and the device to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see [www.microsoft.com/piracy/](http://www.microsoft.com/piracy/). By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **Unless the software is activated, you have no right to use the software after the time permitted for activation.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software may remind you to activate it until you do.**

**5. VALIDATION.**

- a.** The software will, from time to time, validate the software and update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see [go.microsoft.com/fwlink/?linkid=39157](http://go.microsoft.com/fwlink/?linkid=39157).

- b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see [go.microsoft.com/fwlink/?linkid=69500](http://go.microsoft.com/fwlink/?linkid=69500).
- c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may:
  - need to reactivate the software, or
  - receive reminders to obtain a properly licensed copy of the software,or you may not be able to:
  - use or continue to use some of the features of the software, or
  - obtain certain updates or upgrades from Microsoft.
- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see [go.microsoft.com/fwlink/?linkid=69502](http://go.microsoft.com/fwlink/?linkid=69502).

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

- a. **Consent for Internet-Based Services.** The software features described below and in the Windows Server Privacy Highlights 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, visit [go.microsoft.com/fwlink/?LinkID=280262](http://go.microsoft.com/fwlink/?LinkID=280262). **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

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

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

You can switch off this last feature. For more information, visit

[www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx](http://www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx).

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

- Windows Time Service. This service synchronizes with [time.windows.com](http://time.windows.com) once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next-generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software, the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you:
  - use an application that needs IPv6 connectivity, or
  - configure your firewall to always enable IPv6 connectivity,
 by default, standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".
- Windows Server 2012 R2 Active Directory 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, visit [www.microsoft.com/rms](http://www.microsoft.com/rms). You may choose not to use this feature.
- Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:
  - the title and full web address or URL of the current webpage,
  - standard computer information, and
  - any content you have selected.

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

**7. DATA STORAGE TECHNOLOGY.** The server software may include data storage

technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

8. **MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (“ .NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406). Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).
9. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see [www.microsoft.com/licensing/userights](http://www.microsoft.com/licensing/userights). You may not:
  - work around any technical limitations in the software;
  - reverse engineer, decompile, or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - use the software’s files and components within another operating system or application running on another operating system;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software for others to copy;
  - rent, lease, or lend the software; or
  - use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.



- 12. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
- 13. ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit [www.microsoft.com/education](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.
- 14. DOWNGRADE.** Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an earlier version of the following editions of the software:
- Windows Server Standard
  - Windows Server Enterprise
  - Windows Server Essentials
  - Windows Web Server
  - Windows HPC Server Operating System

This agreement applies to your use of the earlier versions of the editions listed above. For the avoidance of doubt, by electing this downgrade option: (i) you will not have the right to create, store, or use a greater number of instances of the software than are permitted under this agreement, and (ii) you will need to acquire licenses for the number of processors in the physical server in accordance with Section 2 of this agreement. If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version of these editions apply to your use of them. Microsoft is not obligated to supply earlier versions or other editions to you. At any time, you may replace an earlier version or edition with this version and edition of the software.

- 15. PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).
- 16. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
- 17. NOTICE ABOUT THE H.264/AVC VIDEO STANDARD AND THE VC-1 VIDEO STANDARD.** This software includes H.264/ AVC and VC-1 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE H.264/AVC AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the Video Standards, further information may be obtained from MPEG LA, L.L.C; see [www.mpegla.com](http://www.mpegla.com).

- 18. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
- 19. SUPPORT SERVICES.** Microsoft provides support services for the software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).
- 20. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, and Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 21. APPLICABLE LAW.**
  - a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 22. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 23. LIMITATION ON AND EXCLUSION OF DAMAGES.** **You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.**

This limitation applies to:

- anything related to the software, services, content (including code) on third-party Internet sites, or third-party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement, or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

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

\*\*\*\*\*

## LIMITED WARRANTY

- A. LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to “limited warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

- B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

**To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty.** Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

- C. EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft’s reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY.** Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates, and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.
- E. CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:

(800) MICROSOFT;

- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
  - visit [www.microsoft.com/info/nareturns.htm](http://www.microsoft.com/info/nareturns.htm).
- 2. Europe, Middle East, and Africa.** If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:
- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
  - the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).
- 3. Australia.** For warranty service and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:
- 13 20 58;
  - Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.
- 4. Outside the United States, Canada, Europe, Middle East, Africa, and Australia.** If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa, and Australia, contact the Microsoft affiliate serving your country (see [www.microsoft.com/worldwide](http://www.microsoft.com/worldwide)).

**G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement.** If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

**FOR AUSTRALIA ONLY.** References to "Limited Warranty" are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.**

**This warranty gives you specific legal rights, and you may also have other rights that vary from state to st**

## **MICROSOFT SOFTWARE LICENSE TERMS**

### **MICROSOFT AZURE SOFTWARE DEVELOPMENT KIT, AND FOR**

### **MICROSOFT AZURE LIBRARIES FOR .NET**

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

Some optional Microsoft software components may be distributed with the software. If separate license terms accompany those components, the license terms with those components apply to your use of the components, instead of these license terms.

**By using the software, you accept these terms. If you do not accept them, do not use the software.**

**If you comply with these license terms, you have the rights below.**

**1. INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on your devices to design, develop and test your programs for use with Microsoft Azure.

**2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. Distributable Code.** The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.
  - i. Right to Use and Distribute. The code and text files listed below are "Distributable Code."**
    - REDIST.TXT Files. You may copy and distribute the object code form of any code listed in REDIST.TXT files.
    - Sample Code. You may modify, copy, and distribute the source and object code form of any code marked as "sample."
    - Binary Packages. The software may produce "Binary Packages" of code with a ".cspkg" extension that incorporate both your programs and Microsoft code. You may distribute such Microsoft code only in the form of the Binary Packages as produced by the software.

Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

**ii. Distribution Requirements. For any Distributable Code you distribute, you must**

- add significant primary functionality to it in your programs;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

**iii. Distribution Restrictions. You may not**

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code other than in a form that works with Microsoft Azure;
- in the case of Microsoft code included in Binary Packages, extract such Microsoft code from the Binary Packages or use such Microsoft code other than in the process of running your programs on Microsoft Azure;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
- the code be disclosed or distributed in source code form; or
- others have the right to modify it.

**3. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software or Binary Packages, except and only to the extent that applicable law expressly permits, despite this limitation;
- publish the software for others to copy; or



- rent, lease or lend the software.
- 4. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it. The first user may not retain any copies.
  - 5. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
  - 6. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
  - 7. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
  - 8. 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.
  - 9. APPLICABLE LAW.**
    - a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
    - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
  - 10. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
  - 11. DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
  - 12. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

**Please note: As this software is distributed in Quebec, Canada, some of the clauses in this agreement are provided below in French.**

**Remarque : Ce logiciel étant distribué au Québec, Canada, certaines des clauses dans ce contrat sont fournies ci-dessous en français.**

**EXONÉRATION DE GARANTIE.** Le logiciel visé par une licence est offert « tel quel ». Toute utilisation de ce logiciel est à votre seule risque et péril. Microsoft n'accorde aucune autre garantie expresse. Vous pouvez bénéficier de droits additionnels en vertu du droit local sur la protection des consommateurs, que ce contrat ne peut modifier. La ou elles sont permises par le droit locale, les garanties implicites de qualité marchande, d'adéquation à un usage particulier et d'absence de contrefaçon sont exclues.

**LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES.** Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne :

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers ; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

**EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.

## **MICROSOFT SOFTWARE LICENSE TERMS**

### **MICROSOFT WINDOWS AZURE STORAGE EMULATOR**

---

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply.

**By using the software, you accept these terms. If you do not accept them, do not use the software.**

---

**If you comply with these license terms, you have the perpetual rights below.**

#### **1. INSTALLATION AND USE RIGHTS.**

- a. Installation and Use.** You may install and use any number of copies of the software on your devices.
- b. Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.

#### **2. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

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

#### **4. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

- 5. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
- 6. SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.
- 7. 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.
- 8. APPLICABLE LAW.**
  - a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 9. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.
- 10. DISCLAIMER OF WARRANTY.** **The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights or statutory guarantees under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

**FOR AUSTRALIA - You have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.**

- 11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** **You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

**Please note: As this software is distributed in Quebec, Canada, these license terms are**

provided below in French.

**Remarque : Ce logiciel étant distribué au Québec, Canada, les termes de cette licence sont fournis ci-dessous en français. TERMES DU CONTRAT DE LICENCE D'UN LOGICIEL MICROSOFT**

## **MICROSOFT WINDOWS AZURE STORAGE EMULATOR**

---

Les présents termes ont valeur de contrat entre Microsoft Corporation (ou en fonction du lieu où vous vivez, l'un de ses affiliés) et vous. Lisez-les attentivement. Ils portent sur le logiciel nommé ci-dessus, y compris le support sur lequel vous l'avez reçu le cas échéant. Ce contrat porte également sur les produits Microsoft suivants :

- les mises à jour,
- les suppléments,
- les services Internet et
- les services d'assistance technique

de ce logiciel à moins que d'autres termes n'accompagnent ces produits, auquel cas, ces derniers prévalent.

**En utilisant le logiciel, vous acceptez ces termes. Si vous ne les acceptez pas, n'utilisez pas le logiciel.**

---

**Si vous respectez les présentes conditions de licence, vous disposez des droits suivants pour la durée des droits de propriété intellectuelle.**

### **1. INSTALLATION ET DROITS D'UTILISATION.**

- a. Installation et utilisation.** Vous êtes autorisé à : installer et utiliser un nombre quelconque de copies du logiciel sur vos dispositifs.
- b. Programmes Logiciels Microsoft Fournis.** Le logiciel contient d'autres programmes Microsoft. Les présents termes du contrat de licence s'appliquent à l'utilisation de ces programmes.

**2. PORTEE DE LA LICENCE.** Le logiciel est concédé sous licence, pas vendu. Ce contrat vous octroie uniquement certains droits d'utilisation du logiciel. Microsoft se réserve tous les autres droits. À moins que la loi en vigueur vous confère davantage de droits nonobstant cette limitation, vous pouvez utiliser le logiciel uniquement tel qu'explicitement autorisé dans le présent accord. À cette fin, vous devez respecter les restrictions techniques du logiciel qui autorisent uniquement son utilisation de certaines façons. Vous n'êtes pas autorisé à :

- contourner les limitations techniques du logiciel ;
- reconstituer la logique du logiciel, le décompiler ou le désassembler, sauf dans la mesure où ces opérations seraient expressément autorisées par la réglementation applicable nonobstant la présente limitation ;
- publier le logiciel pour que d'autres le copient ;
- louer ou prêter le logiciel ;
- transférer le logiciel ou le présent contrat à un tiers ; ou

- utiliser le logiciel pour des services d'hébergement commercial.
- 3. DOCUMENTATION.** Tout utilisateur disposant d'un accès valide à votre ordinateur ou à votre réseau interne peut copier et utiliser la documentation à des fins de référence interne.
  - 4. TRANSFERT À UN TIERS.** Le premier utilisateur du logiciel doit le transférer, ainsi que le présent contrat, directement à un tiers. Avant le transfert, le tiers doit reconnaître que cet accord s'applique au transfert et à l'utilisation du logiciel. Le premier utilisateur doit désinstaller le logiciel avant de le transférer séparément du dispositif. Le premier utilisateur n'est pas autorisé à en conserver une copie.
  - 5. RESTRICTIONS À L'EXPORTATION.** Le logiciel est soumis à la réglementation américaine relative à l'exportation. Vous devez vous conformer à toutes les réglementations nationales et internationales relatives aux exportations concernant le logiciel. Ces réglementations comprennent les restrictions sur les destinations, les utilisateurs finaux et l'utilisation finale. Pour plus d'informations, consultez le site [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
  - 6. SERVICES D'ASSISTANCE TECHNIQUE.** Comme ce logiciel est fourni « en l'état », nous ne fourniront aucun service d'assistance.
  - 7. INTÉGRALITÉ DES ACCORDS.** Le présent contrat ainsi que les termes concernant les suppléments, les mises à jour, les services Internet et d'assistance technique constituent l'intégralité des accords en ce qui concerne le logiciel et les services d'assistance technique.
  - 8. DROIT APPLICABLE.**
    - a. États-Unis.** Si vous avez acquis le logiciel aux États-Unis, les lois de l'État de Washington, États-Unis d'Amérique, régissent l'interprétation de ce contrat et s'appliquent en cas de réclamation pour violation dudit contrat, notwithstanding les conflits de principes juridiques. La réglementation du pays dans lequel vous vivez régit toutes les autres réclamations, notamment, et sans limitation, les réclamations dans le cadre des lois en faveur de la protection des consommateurs, relatives à la concurrence et aux délits.
    - b. En dehors des États-Unis.** Si vous avez acquis le logiciel dans un autre pays, les lois de ce pays s'appliquent.
  - 9. EFFET JURIDIQUE.** Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Vous pourriez également avoir des droits à l'égard de la partie de qui vous avez acquis le logiciel. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre ou pays si celles-ci ne le permettent pas.
  - 10. EXCLUSIONS DE GARANTIE.** Le logiciel est concédé sous licence « en l'état ». Vous assumez tous les risques liés à son utilisation. Microsoft n'accorde aucune garantie ou condition expresse. Vous pouvez bénéficier de droits des consommateurs supplémentaires ou de garanties statutaires dans le cadre du droit local, que ce contrat ne peut modifier. Lorsque cela est autorisé par le droit local, Microsoft exclut les garanties implicites de qualité, d'adéquation à un usage particulier et d'absence de contrefaçon.  
**POUR L'AUSTRALIE - La loi australienne sur la consommation (Australian Consumer Law) vous accorde des garanties statutaires qu'aucun élément du présent accord ne peut affecter.**
  - 11. LIMITATION ET EXCLUSION DE RECOURS ET DE DOMMAGES.** Vous pouvez obtenir de

**Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs limitée uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.**

Cette limitation concerne :

- toute affaire liée au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également même si Microsoft connaissait l'éventualité d'un tel dommage. La limitation ou exclusion ci-dessus peut également ne pas vous être applicable, car votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit.