Microsoft License Terms

IMPORTANT NOTICE (followed by LICENSE TERMS)

Diagnostic and Usage Information. Microsoft automatically collects this information, which may be associated with your organization, over the internet, and uses it to help improve your installation, upgrade, and user experience, and the quality and security of Microsoft products and services. Windows Server Essentials has four (4) information collection settings (Security, Basic, Enhanced, and Full), and uses the "**Enhanced**" setting by default. The Enhanced level includes information required to: (i) run our antimalware and diagnostic and usage information technologies; (ii) understand device quality, and application usage and compatibility; and (iii) identify quality issues in the use and performance of the operating system and applications.

Choice and Control: Administrators can change the level of information collection through **Settings**. For more information on diagnostic and usage information, see (aka.ms/winserverdata) and the Microsoft Privacy Statement (aka.ms/privacy).

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MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER ESSENTIALS

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

for this software, unless other terms accompany those items. If so, those terms apply. Any applicable support information is provided here: (aka.ms/windowslifecycle).

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 (aka.ms/msoffices). In the United States and Canada, call (800) MICROSOFT or see (aka.ms/nareturns).

As described below, using some features also operates as your consent to the automatic updates and 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.
- You have no right to use the software after the time permitted for evaluation.
- Sections 1–3, 5, 9–15 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 instances of server software that you run; 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 Hyper-V 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.
- **User Account.** A User Account is a unique user name with its associated password.
- **Assigning a License.** To assign a license means to designate that license to one device or user.

2. USE RIGHTS

a. Assigning the License to the Server

i. **Initial Assignment.** Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.

ii. **Reassignment.** You may reassign a software license, but 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.

b. Running Instances of the Server Software

i. You may run, at any one time:

- one instance of the server software in one physical operating system environment; and
- one instance of the server software in one virtual operating system environment on the licensed server.

ii. You must run the server software within a domain where the server's Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- as the root of the domain forest;
- not to be a child domain; and

- to have no trust relationships with any other domains.

iii. If you run both permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to run hardware virtualization software or provide hardware virtualization services. The instance running hardware virtualization software or hardware virtualization services does not need to meet the requirements in (ii) above. The instance running hardware virtualization software or hardware virtualization services is the only such configuration that does not require the instance to be a domain controller.

c. **Using the Server Software**. You may install and use one instance, or two instances subject to subsection 2b.iii., of the server software on a licensed server. You may use up to 25 User Accounts. Each User Account permits a named user to access and use the server software on that server.

d. **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 (aka.ms/additionalsoftware).

e. **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).

f. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs used with server software.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

a. **Windows Server Active Directory Rights Management Services Client Access License ("CAL").** You must acquire a Windows Server Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server Active Directory Rights Management Services functionality.

b. **Multiplexing.**Multiplexing or pooling to reduce direct connections with the software 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. **ACTIVATION AND VALIDATION.** You shall use the appropriate product key for activation and validation of the software. Your right to use the software after the time specified in the software may be limited unless it is activated. You are not licensed to continue using the software if it has unsuccessfully attempted to activate and you may not circumvent activation or validation. In either case, Internet, telephone and SMS service charges may apply.

5. **ACTIVE DIRECTORY.** After 30 days from the date of initial installation, the software will regularly check whether the Active Directory domain state is properly configured as set forth in Section 2b.ii. above. If the check fails, you will receive warnings to correct the configuration and continuing non-compliance will cause the software to shut down. Once you have corrected the configuration, the warnings and automatic shutdowns will cease.

6. **PRIVACY; CONSENT TO USE DATA.** Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement (aka.ms/privacy), and as may be described in the user interface associated with the software features.

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. **RESTRICTIONS.** 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 (aka.ms/userights). You may not:

· work around any technical restrictions or limitations in the software;

- reverse engineer, decompile, or disassemble the software, or otherwise attempt to derive the source code for the software, except and only to the extent: (i) permitted by applicable law, or (ii) required by third party licensing terms governing use of certain open source components that may be included in 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;
- 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.

9. UPDATES. The software periodically checks for system updates and may install them for you. You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. By accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

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. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

12. 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 (aka.ms/academicedition) or contact the Microsoft affiliate serving your country.

13. DOWNGRADE. Instead of creating, storing, and using the software, for each permitted instance, you may create, store, and use an instance of any earlier version. This agreement applies to your use of the earlier version that you elect to use under this downgrade option. For the avoidance of doubt, by electing this downgrade option 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. If the earlier version includes different components, not covered in this agreement, the terms that are associated with those components in the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.

14. 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 (aka.ms/genuine).

15. 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.

    Nothing in this agreement prohibits the transfer of software to the extent allowed under applicable law if the distribution right has been exhausted.

16. NOTICE ABOUT THE H.264/AVC, MPEG-4 VISUAL STANDARDS, AND THE VC-1 VIDEO STANDARDS. This software may include H.264/AVC, MPEG-4 and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

    THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, THE MPEG-4 PART 2 AND THE VC-1 VISUAL 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 AVC, MPEG-4 PART 2 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. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C; see (mpegla.com).

17. ADOBE FLASH PLAYER. The software includes Adobe Flash Player that is licensed under terms from Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

18. THIRD PARTY COMPONENTS. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software.

19. GEOGRAPHIC AND EXPORT RESTRICTIONS. If the software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

20. SUPPORT SERVICES. Microsoft provides support services for the software as described at (aka.ms/mssupport).

21. **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.

22. **GOVERNING LAW.** The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles.

23. **REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

    a. **Australia.** 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 the Australian Consumer Law.

    In this section, "goods" refers to the software for which Microsoft provides the express warranty. 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.

    b. **Canada.** You can choose to stop receiving updates by turning off the automatic update feature or Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

    c. **European Union.** The academic use restriction in Section 12 above does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).

    d. **Germany and Austria.**

        (i) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.

        (ii) **Limitation of Liability**. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the preceding sentence, Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

e. **Other regions.** See (aka.ms/variations) for a current list of regional variations.

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LIMITED WARRANTY

Microsoft warrants that properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. This limited warranty does not cover problems that you cause, that arise when you fail to follow instructions, or that are caused by events beyond Microsoft's reasonable control. The limited warranty starts when the first user acquires the software, and lasts for one year. Any supplements, updates, or replacement software that you may receive from Microsoft during that year are also covered, but only for the remainder of that one-year period or for 30 days, whichever is longer. Transferring the software will not extend the limited warranty.

Microsoft gives no other express warranties, guarantees, or conditions. **Microsoft excludes all implied warranties and conditions, including those of merchantability, fitness for a particular purpose, and non-infringement. If your local law does not allow the exclusion of implied warranties, then any implied warranties, guarantees, or conditions last only during the term of the limited warranty and are limited as much as your local law allows. If your local law requires a longer limited warranty term, despite this agreement, then that longer term will apply, but you can recover only the remedies this agreement allows.**

If Microsoft breaches its limited warranty, it will, at its election, either: (i) repair or replace the software at no charge, or (ii) accept return of the software (or at its election the Microsoft branded device on which the software was preinstalled) for a refund of the amount paid, if any. **These are your only remedies for breach of warranty.** This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

Except for any repair, replacement, or refund Microsoft may provide, you may not recover under this limited warranty, under any other part of this agreement, or under any theory, any damages or other remedy, including lost profits or direct, consequential, special, indirect, or incidental damages. The damage exclusions and remedy limitations in this agreement apply even if repair, replacement or a refund does not fully compensate you for any losses, if Microsoft knew or should have known about the possibility of the damages, or if the remedy fails of its essential purpose. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. **If your local law allows you to recover damages from Microsoft even though this**

agreement does not, you cannot recover more than you paid for the software (or up to $50 USD if you acquired the software for no charge).

WARRANTY PROCEDURES

For service or a refund, you must provide a copy of your proof of purchase and comply with Microsoft's return policies, which might require you to uninstall the software and return it to Microsoft or return the software with the entire Microsoft branded device on which the software is installed; the certificate of authenticity label including the product key (if provided with your device) must remain affixed.

1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States or Canada, contact Microsoft via telephone at (800) MICROSOFT; via mail at Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or visit (aka.ms/nareturns).

2. Europe, Middle East, and Africa. If you acquired the software in Europe, the Middle East, or Africa, 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 (aka.ms/msoffices).

3. Australia. If you acquired the software in Australia, contact Microsoft to make a claim at 13 20 58; or Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.

4. Other countries. If you acquired the software in another country, contact the Microsoft affiliate serving your country (aka.ms/msoffices).

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