

End User License Agreement

Of the software well known COMPUCAJA hereinafter called as PROGRAMA.

This Agreement will be governed by and construed in accordance with the substantive federal laws in Mexico (court in the city of Guadalajara, Jalisco) regardless of the country where the license of the Software was purchased or is used.

This Agreement will NOT be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

This Agreement has not been officially translated to other language. The only option is Spanish as follow:

Contrato de Licencia de Uso

Del programa o sistema de cómputo denominado COMPUCAJA, que en lo sucesivo, en el cuerpo de este documento se le denominará PROGRAMA.

Este Contrato se regirá e interpretará de conformidad con las leyes federales sustantivas vigentes en México (tribunales en la ciudad de Guadalajara, Jalisco) independientemente del país donde haya sido adquirido o sea utilizado el PROGRAMA.

Este Contrato no se regirá por las disposiciones sobre el conflicto de leyes de cualquier país o por la Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías, cuya aplicación queda expresamente excluida.

Este contrato no ha sido traducido oficialmente a otro idioma. La única opción es el español.

POR FAVOR, LEA DETENIDAMENTE ESTE DOCUMENTO ANTES DE USAR EL PROGRAMA.

- ♦ **COMPUTACION XXI, SA CV LE CONCEDERA LA LICENCIA DE USO DEL PROGRAMA SOLAMENTE SI ANTES ACEPTA LAS CONDICIONES DE ESTE CONTRATO.**
- ♦ **POR EL SOLO HECHO DE INSTALAR Y USAR EL PROGRAMA USTED ESTARÁ MANIFESTANDO SU CONSENTIMIENTO PARA OBLIGARSE EN LOS TERMINOS Y CONDICIONES DEL PRESENTE CONTRATO.**
- ♦ **SI NO ACEPTA LAS CONDICIONES DE ESTE ACUERDO, DEBERA DEVOLVER INMEDIATAMENTE A QUIEN HAYA ADQUIRIDO EL PROGRAMA (YA SEA COMPUTACION XXI, SA CV O DISTRIBUIDORES), SIN QUE ESTE HAYA SIDO USADO, PARA SOLICITAR – EN SU CASO - EL REEMBOLSO DE LA CANTIDAD QUE HAYA PAGADO.**

El Programa es propiedad de COMPUTACION XXI, SA CV, de alguna de sus subsidiarias o, parcialmente, de un proveedor de COMPUTACION XXI, SA CV, aún cuando usted haya pagado algún sobreprecio por desarrollos o adaptaciones especiales o particulares. Está sujeto a derechos de autor y de licencia de uso y por tanto no se transmite su propiedad.

Este contrato rige también para versiones de prelanzamiento (versiones beta) y módulos del mismo que podrían ser gratuitos (*freeware*).

El término "Programa" hace referencia al programa original y a sus copias totales o parciales. Un Programa consta de instrucciones legibles por máquina, sus componentes, datos, contenido audiovisual (tales como imágenes, iconos, texto, grabaciones o dibujos), así como los materiales bajo licencia asociados.

Este documento constituye el acuerdo completo en lo que al uso del Programa se refiere y sustituye cualquier comunicación verbal o escrita previa entre Usted – ya sea una persona física o una entidad jurídica - y COMPUTACION XXI, SA CV.

Uso del Programa

COMPUTACION XXI, SA CV le concede una licencia no exclusiva para usar el Programa.

Usted puede:

- 1) Usar el Programa hasta el límite de autorización que Usted haya adquirido en cuanto al tiempo, número de usuarios e instalaciones por procesador, módulos y utilerías, aún tratándose de licencias por suscripción, corporativas y financiadas.
- 2) Hacer e instalar copias para soportar el nivel de uso autorizado, siempre que reproduzca el aviso de derechos de autor y cualquier otro aviso relativo a la titularidad en cada copia, o copia parcial, del Programa.

Contrato de Licencia de Uso COMPUCAJA

Si Usted adquirió este Programa como una actualización, la autorización para usar el programa del que migró, finaliza. Deberá asegurarse de que cualquier persona que utilice el Programa lo haga sólo cumpliendo con las condiciones de este Contrato.

Usted no puede:

- 1) Utilizar, copiar, modificar o distribuir el Programa de un modo distinto al especificado en este Contrato.
- 2) Desensamblar, descompilar, traducir, sublicenciar, alquilar o arrendar el Programa.

Transferencia de derechos y obligaciones

Usted puede transferir a un tercero todos los derechos y obligaciones de la licencia del Programa. Para transferir tales derechos y obligaciones, deberá entregar a la tercera parte una copia de este Contrato y toda la documentación. Con la transferencia de los derechos y obligaciones de la licencia finaliza su autorización para usar el Programa. El registro del nuevo usufructuario podría requerir el pago de una cuota por administración.

Cargos sobre el uso autorizado

Los cargos están basados en el alcance del uso autorizado. Si Usted desea incrementar el alcance del uso, deberá notificárselo a COMPUTACION XXI, SA CV o a un distribuidor autorizado y pagar cualesquiera cargos que sean aplicables. COMPUTACION XXI, SA CV no devolverá ni abonará los cargos que ya hayan sido pagados o hayan vencido.

Garantía

COMPUTACION XXI, SA CV NO DARA NINGUNA GARANTIA EXPRESA O IMPLICITA, INCLUYENDO, PERO SIN LIMITARSE A GARANTIAS IMPLICITAS DE COMERCIALIZACION O IDONEIDAD PARA UNA FINALIDAD DETERMINADA EN LO REFERENTE AL PROGRAMA O AL SOPORTE TECNICO SI LO HUBIERA.

- ◆ Esta exclusión de garantía es también de aplicación a los subcontratistas, proveedores o desarrolladores de Programas de COMPUTACION XXI, SA CV, colectivamente llamados "Proveedores".
- ◆ Queda claramente estipulado que queda bajo la responsabilidad de Usted: A) La operación y uso propios del Programa, con objeto de satisfacer sus necesidades particulares; B) La instalación, mantenimiento y adaptación, respecto del equipo de cómputo, sistemas operativos y otros programas y aplicaciones; C) Instalar, usar y obtener los respaldos que Usted espera del Programa.
- ◆ No se garantiza en forma alguna que dicho programa funcione en forma ininterrumpida o que se corrijan cualesquier errores que en dichos programas se encuentren. Sólo se garantiza que el Programa original, almacenado en los discos y sus materiales impresos se encuentren libres de defectos en su material y mano de obra en condiciones normales de uso y servicio, por un plazo de 90 días, a partir de su recepción.
- ◆ Si aparece un error dentro del periodo de garantía y Usted hubiere enviado debidamente contestado el formulario de Registro, una vez comprobados los errores o defectos correspondientes al Programa, le será reemplazado por otro.
- ◆ Lo anterior no se aplica a programas alterados sin autorización o a la modificación de programas, para aplicación de diseños específicos de Usted a nuevas versiones o dispositivos o modificaciones a la copia del programa, para equipo o sistemas de cómputo diferentes para el que fue diseñado.
- ◆ Con excepción de la garantía anterior, no se otorga ninguna otra, ni expresa ni tácita, incluyendo las garantías de comercialización y adecuación para uso específico.

Limitación de Responsabilidad

NI COMPUTACION XXI, SA CV NI SUS DISTRIBUIDORES SERAN RESPONSABLES DE LOS DAÑOS DIRECTOS O INDIRECTOS, INCLUYENDO, PERO SIN LIMITARSE A PERDIDA DE BENEFICIOS, PERDIDA DE ECONOMICAS PREVISTAS O CUALQUIER DAÑO INCIDENTAL, ESPECIAL O DAÑO ECONOMICO DERIVADO, INCLUSO SI COMPUTACION XXI, SA CV HUBIERA SIDO ADVERTIDA DE LA POSIBILIDAD DE QUE OCURRIESEN. USTED RENUNCIA EXPRESAMENTE A CUALQUIER RECLAMACIÓN.

En cualquier caso, la responsabilidad total a cargo COMPUTACION XXI, SA CV, de conformidad con las condiciones de este contrato estará limitada a \$50.00 pesos (Cincuenta pesos mexicanos 00/100).

Otras Cláusulas Generales

- ◆ **Finalización por incumplimiento** - COMPUTACION XXI, SA CV podrá dar por finalizada esta licencia si usted incumple con las condiciones de este contrato. Si COMPUTACION XXI, SA CV finaliza su licencia, notificándole al

respecto por conducto de medios electrónicos, en cuyo caso Usted se obliga a dejar de usar el Software y a destruir inmediatamente el Programa y todas las copias hechas del mismo. La inexistencia de responsabilidad por daños y las limitaciones de garantía y responsabilidad seguirán siendo vigentes con posterioridad a la rescisión del contrato.

- ◆ **Causas de Fuerza Mayor** - Ninguna de las partes será responsable ante la otra por retraso alguno en el cumplimiento de las obligaciones que le exige el presente Contrato, si tal retraso es causado por circunstancias fuera del control razonable de la parte incumplidora, incluyendo, y sin carácter limitativo, todo retraso que sea causado por un acto u omisión de la otra parte, casos fortuitos, guerra, inundaciones, tormentas, disputas laborales o retrasos de materiales o servicios de carácter esencial.
- ◆ **Nuevas Versiones** - De ninguna manera COMPUTACION XXI, SA CV tendrá obligación con Usted, respecto del mantenimiento del Programa (Nuevas Versiones y Actualizaciones) a menos que Usted hubiese enviado a COMPUTACION XXI, SA CV debidamente formulado el Registro de usuarios adjunto al paquete que contiene el Programa o en su página en Internet, efectuado lo cual, tendrá derecho a recibir el servicio de mejoras, nuevas versiones y modificaciones al Programa amparado por el presente contrato y mediante el pago de los cargos que COMPUTACION XXI, SA CV tenga establecidos para ese momento para efectos de actualización.
- ◆ **Separación de causas** - En la eventualidad de que alguna de las cláusulas del presente contrato resultase inválida, las partes acuerdan que se aplicará y hará valer al máximo que sea posible y no afectará la validez de las demás cláusulas de la licencia.
- ◆ **Supervivencia** - El que COMPUTACION XXI, SA CV no insista en el estricto cumplimiento de alguna disposición del presente Contrato no se ha de interpretar de manera alguna como una renuncia ni constituir una renuncia continua a derecho alguno ni como una renuncia a hacer valer alguna disposición del presente Contrato. Toda obligación, deber o derecho que por su naturaleza se extienda más allá de la fecha de vencimiento o término del presente Contrato, sobrevivirá dicho vencimiento o término y permanecerá en vigor.
- ◆ **Convenios modificadores** - El presente contrato solo puede ser modificado por documentos escritos firmados por Usted y COMPUTACION XXI, SA CV. En dicho caso, el documento firmado regirá sobre el presente.
- ◆ **Lista de Precios** – La lista de precios oficial que regirá para el presente contrato es la publicada en la siguiente página Web misma que se tiene como reproducida aquí formando parte integral del presente contrato: www.compucaja.net sección Precios.
- ◆ **Políticas** – Las políticas empresariales que regirán para el presente contrato son las publicadas en la siguiente página Web misma que se tiene como reproducida aquí formando parte integral del presente contrato: www.compucaja.net sección Precios – Políticas.
- ◆ **Bases de datos** – La base de datos que pudiera utilizar el PROGRAMA es independiente de éste, está desarrollado y es propiedad intelectual de un tercero por lo que está regido por sus propias condiciones de licenciamiento dependiendo del tipo de base de datos que se esté utilizando y cuyas licencias de uso se encuentran adjuntas al presente convenio en el Anexo 1 – Licencias de uso de terceras partes.

Legislación y jurisdicción aplicable.

Para la interpretación y aplicación de este contrato las partes acuerdan que sean las leyes federales mexicanas las que rijan el presente contrato, y convienen expresamente en someterse a la jurisdicción de los tribunales de la ciudad de Guadalajara, Jalisco, México, incluso tratándose de la mediación de autoridades conciliatorias, renunciando expresamente a cualquier otra legislación o fuero que pudiera corresponderles por virtud de sus domicilios presentes o futuros, independientemente del país donde haya sido adquirido o sea utilizado el PROGRAMA.

Este Contrato no se regirá por las disposiciones sobre el conflicto de leyes de cualquier país o por la Convención de las Naciones Unidas sobre los Contratos de Compraventa Internacional de Mercaderías, cuya aplicación queda expresamente excluida.

El Programa y su manual son obras intelectuales protegidas por las Leyes en materia de Derechos de Autor, Propiedad Intelectual, Propiedad Industrial y demás Leyes aplicables.

(C) 1988-2008 Derechos Reservados COMPUTACION XXI, SA CV
COMPUCAJA es Marca Registrada de COMPUTACION XXI, SA CV
Desarrollado en Guadalajara, México.

Computación XXI, SA CV - Centro del Software - Plaza del Ángel - López Mateos Sur 2077 Oficina Z-24
Guadalajara, México 44510 - T: +52 (33) 3030-7373 - Sin costo: (800) COMPUCAJA
Sitio Web: www.compucaja.net - Correo electrónico: ccxxi@compucaja.com.mx

Anexo 1 – Licencias de uso de terceras partes

Microsoft® SQL Server™ 2005 Express Edition, Express Edition with Advanced Services, Express Toolkit and Management Studio Express

Los presentes términos de licencia son un contrato entre Microsoft Corporation (o, en función del país en que usted resida, una de las sociedades de su grupo) y usted. Sírvase leerlos detenidamente. Son de aplicación al software arriba mencionado, el cual incluye los soportes en los que lo haya recibido, en su caso. Estos términos de licencia también serán de aplicación a los siguientes elementos de Microsoft:

- actualizaciones,
- suplementos,
- servicios basados en Internet, y
- servicios de soporte técnico

correspondientes a este software, a menos que existan otros términos aplicables a dichos elementos. En tal caso, se aplicarán dichos otros términos.

AL HACER USO DEL SOFTWARE, USTED ESTARÁ ACEPTANDO ESTOS TÉRMINOS. SI USTED NO LOS ACEPTA, NO USE EL SOFTWARE.

Si usted cumple los presentes términos de esta licencia, dispondrá de los siguientes derechos.

DERECHOS DE INSTALACIÓN Y USO.

Instalación y uso. Además, usted podrá instalar y utilizar cualquier número de copias del software en sus dispositivos.

Programas de Microsoft incluidos. El software contiene otros programas de Microsoft. Los presentes términos de licencia serán de aplicación a la utilización por parte de Usted de dichos programas.

REQUISITOS DE LICENCIA Y/O DERECHOS DE USO ADICIONALES.

Código Distribuible. Usted está autorizado a distribuir software en programas que desarrolle, siempre y cuando cumpla con los términos que se especifican a continuación.

Derecho de utilización y distribución. El software es código Distribuible.

Código distribuible. Usted podrá copiar y distribuir el código objeto del código del software. No podrá modificar el software y los programas deberán incluir una copia completa del software, incluida la configuración.

Distribución por terceros. Usted podrá permitir a los distribuidores de programas de usted copiar y distribuir el Código Distribuible como parte de dichos programas.

Requisitos de distribución. Respecto de cualquier Código Distribuible, usted deberá:

- añadir al mismo una funcionalidad principal significativa en programas de usted;
- exigir a los distribuidores y usuarios finales externos que acepten proteger el Código Distribuible como mínimo tanto como lo especifica el presente contrato;
- mostrar un aviso válido de los derechos de propiedad intelectual de usted sobre los programas, así como indemnizar, proteger y defender a Microsoft frente a toda reclamación, incluidos los honorarios de abogados, relacionados con el uso o la distribución de los programas de usted; y
- si el software es Microsoft SQL Server 2005 Management Studio Express o Microsoft SQL Server 2005 Express Toolkit, distribuirlo con:

Microsoft SQL Server 2005 Express Edition o con

Microsoft SQL Server 2005 Express Edition with Advanced Services.

Restricciones de distribución. Usted no podrá:

- modificar cualquier aviso de los derechos de propiedad intelectual e industrial incluido en el Código Distribuible;

utilizar las marcas de Microsoft en los nombres de los programas de usted o sugerir de alguna manera que los programas de usted proceden de Microsoft o están respaldados por Microsoft;

distribuir Código Distribuible para ejecutarlo en una plataforma distinta de Windows;

incluir Código Distribuible en programas maliciosos, engañosos o ilegales; o

modificar o distribuir el código fuente de cualquier Código Distribuible de un modo tal que alguna parte del mismo pase a estar sujeta a una Licencia Excluida. Una Licencia Excluida es una licencia que requiere, como condición de uso, modificación o distribución, que:

- el código sea divulgado o distribuido en forma de código fuente, o que
- otros tengan derecho a modificarlo.

SERVICIOS BASADOS EN INTERNET. Microsoft proporciona con el software servicios basados en Internet. Microsoft podrá modificarlos o cancelarlos en cualquier momento.

ALCANCE DE LA LICENCIA. El software se cede bajo licencia y no es objeto de venta. El presente contrato sólo le otorga algunos derechos de uso del software. Microsoft se reserva todos los demás derechos. A menos que la legislación aplicable le otorgue más derechos a pesar de esta limitación, usted sólo podrá utilizar el software tal como lo autoriza expresamente el presente contrato. Al hacerlo, deberá ajustarse a las limitaciones técnicas del software que sólo permiten utilizarlo de determinadas formas. Usted no podrá:

divulgar los resultados de cualquier prueba comparativa del software a terceros sin la autorización previa y por escrito de Microsoft;

eludir las limitaciones técnicas del software;

utilizar técnicas de ingeniería inversa, descompilar o desensamblar el software, excepto y únicamente en la medida en que ello está expresamente permitido por la ley a pesar de la presente limitación;

hacer más copias del software de las que especifica este contrato o permite la legislación vigente a pesar de esta limitación;

hacer público el software para que otros lo copien;

alquilar, arrendar o ceder el software; o

utilizar el software para prestar servicios de alojamiento de software comercial.

COPIA DE SEGURIDAD. Usted puede realizar una única copia de seguridad del software. Usted sólo podrá utilizarla para volver a instalar el software.

DOCUMENTACIÓN. Toda persona que tenga acceso válido a su ordenador o a la red interna puede copiar y utilizar la documentación a efectos de consulta internos.

TRANSFERENCIA A UN TERCERO. El primer usuario del software puede transferirlo junto con este contrato directamente a un tercero. Antes de la transferencia, el tercero deberá aceptar la aplicación de los términos del presente contrato a la transferencia y uso del software. El primer usuario deberá desinstalar el software antes de transferirlo separadamente del dispositivo. El primer usuario no podrá conservar ninguna copia.

RESTRICCIONES EN MATERIA DE EXPORTACIÓN. El software está sujeto a las leyes y disposiciones en materia de exportación de los Estados Unidos. Usted debe cumplir todas las leyes y disposiciones en materia de exportación internacionales y nacionales que sean de aplicación al software. Estas leyes incluyen restricciones de los destinos, usuarios finales y uso final. Para obtener información adicional, visite www.microsoft.com/exporting.

SERVICIOS DE SOPORTE TÉCNICO. Debido a que este software se presenta tal cual, y no podemos proporcionar servicios de soporte técnico

CONTRATO COMPLETO. Este contrato y los términos aplicables a suplementos, actualizaciones, servicios basados en Internet y servicios de soporte técnico que usted utilice, constituyen el contrato completo en relación con el software y los servicios de soporte técnico.

LEGISLACIÓN APLICABLE.

Estados Unidos. Si usted adquiriese el software en los Estados Unidos, la interpretación del presente contrato se regirá por la legislación del Estado de Washington, que será de aplicación a las reclamaciones por incumplimiento del mismo, independientemente de sus normas de conflicto de leyes. Para todas las demás reclamaciones, será de aplicación la legislación de su Estado de residencia, incluyendo las reclamaciones en virtud de las leyes estatales en materia de protección del consumidor, competencia desleal y responsabilidad extracontractual.

Fuera de los Estados Unidos. Si usted adquiriese el software en otro país, será de aplicación la legislación de dicho país.

EFFECTOS LEGALES. El presente contrato describe determinados derechos legales. Es posible que usted disponga de otros derechos en virtud de la legislación de su Estado o país. Asimismo, usted puede disponer de derechos ante la persona de la que adquiriera el software. Este contrato no modifica los derechos de los que usted dispone en virtud de la legislación de su Estado o país si dicha legislación no permite tal cosa.

RENUNCIA DE GARANTÍA. EL SOFTWARE SE CEDE BAJO LICENCIA TAL CUAL. USTED ACEPTA EL RIESGO DE UTILIZARLO. MICROSOFT NO OTORGA NINGUNA GARANTÍA NI CONDICIÓN EXPLÍCITAS. ES POSIBLE QUE LA LEGISLACIÓN LOCAL LE OTORGUE DERECHOS DE CONSUMIDOR ADICIONALES QUE EL PRESENTE CONTRATO NO PUEDA MODIFICAR. EN LA MEDIDA EN QUE AS_ LO PERMITA LA LEGISLACIÓN LOCAL, MICROSOFT EXCLUYE LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, IDONEIDAD PARA UN FIN PARTICULAR Y AUSENCIA DE INFRACCIÓN.

LIMITACIÓN Y EXCLUSIÓN DE LA RESPONSABILIDAD. USTED PODRÁ OBTENER DE MICROSOFT Y DE SUS PROVEEDORES ÚNICAMENTE LA INDEMNIZACIÓN DE LOS DAÑOS DIRECTOS QUE USTED SUFRA EFECTIVAMENTE HASTA LA CANTIDAD DE 5 DÓLARES ESTADOUNIDENSES. USTED NO PODRÁ OBTENER INDEMNIZACIÓN ALGUNA POR DAÑOS DE OTRA ÍNDOLE, INCLUIDOS LOS CONSECUENTES, ESPECIALES, INDIRECTOS O INCIDENTALES, ASÍ COMO TAMPOCO POR LOS DERIVADOS DE LUCRO CESANTE.

i. Esta limitación se aplica a

cualquier cuestión relacionada con el software, servicios, contenidos (incluido el código) que se hallen en sitios de Internet de terceros, o programas de terceros, así como a

reclamaciones por incumplimiento de contrato, incumplimiento de garantía o condición, responsabilidad estricta, negligencia u otra responsabilidad extracontractual hasta el límite permitido por la legislación vigente.

También se aplica incluso si Microsoft conocía o debería haber conocido la posibilidad de que se produjesen dichos daños. También pueden producirse situaciones en las que no pueda aplicarse a su caso la limitación o exclusión precedente porque su Estado o país no admite la exclusión o limitación de daños consecuentes, incidentales o de otra índole.

Microsoft® SQL Server™ 2005 Workgroup Edition “Runtime-Restricted Use” Software
(For ISV Royalty Program Only)

End Item Part No. A5K-01779

Server Licenses: N/A

Processor Licenses: N/A

User Client Access Licenses: One per COMPUCAJA license

Device Client Access Licenses: N/A

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (Licensor) 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, and
- Internet-based 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 place of purchase for a refund or credit.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

Each license for the software is acquired under either the Server + Client Access License model or the Per Processor license model, and may not be changed. If you comply with these license terms you have the rights below for each software license you acquire or each server you appropriately license, as further explained in sections 2 and 3.

1. OVERVIEW.

a. Software. The software includes

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

b. License Models. The software is licensed based on either:

- the number of instances of server software that you run and the number of devices and users that access instances of the server software (see section 2 – Terms Specific to the Server + Client Access License Model); or
- the number of physical and virtual processors used by operating system environments in which you run instances of the server software (see section 3 – Terms Specific to the Per Processor License Model).

c. Definitions.

- **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 one instance of an operating system and instances of applications, if any, configured to run on that operating system instance. 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. 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:
 - one physical operating system environment

- one or more virtual operating system environments
- **Server.** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors.** A “physical processor” is a processor in a physical hardware system. Physical operating system environments use physical processors. A “virtual processor” is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a Software License.** To “assign a software license” means simply to designate that license to one server.
- **Unified Solution.** A “unified solution” means a software product licensed to you by or on behalf of Licensor which: includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party. A unified solution includes any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at the same time with the initial unified solution. However, a unified solution does not include any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at a different time from the initial unified solution.

2. TERMS SPECIFIC TO THE SERVER + CLIENT ACCESS LICENSE MODEL.

a. Assigning the License to the Server.

1. 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. A hardware partition or blade is considered to be a separate server.
2. 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.

You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

c. Running Instances of the Additional Software.

You may run or otherwise use any number of instances of additional software listed below on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- SQL Server 2005 Books Online
- Connectivity Components
- Legacy Components
- Management Tools
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

d. Creating and Storing Instances on Your Servers or Storage Media.

You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

- e. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
- f. **Client Access Licenses (CALs).**
 - i. **In addition to the software license, you must acquire the appropriate CAL for each device or user that accesses instances of the server software directly or indirectly.**
 - You may access instances of the server software under Microsoft SQL Server 2005 CALs. However, you may not access instances of Microsoft SQL Server 2005 Standard Edition or Enterprise Edition server software under Workgroup Edition CALs.
 - You do not need a CAL for any of your servers licensed to run instances of the server software.
 - You do not need a CAL for up to two devices or users to access instances of the server software only to administer those instances.
 - Your CALs permit access to instances of earlier versions, but not later versions, of the server software.

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.

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.
- g. **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the unified solution, in accordance with the other terms of the agreement.

3. TERMS SPECIFIC TO THE PER PROCESSOR LICENSE MODEL.

- 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.
 - 1. **Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below.
 - A. To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
 - B. To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
- b. **Assigning the Required Number of Licenses to the Server.**
 - i. 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.
 - ii. You may reassign the 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.
- c. **Running Instances of the Server Software.** For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

- d. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.
- Business Intelligence Development Studio
 - SQL Server 2005 Books Online
 - Connectivity Components
 - Legacy Components
 - Management Tools
 - Reporting Services Report Manager
 - Reporting Services Shared Tools
 - SQL Server 2005 Shared Tools
 - Software Development Kit
 - SQLXML Client Features
 - SQL Server Mobile Server Tools
- e. Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
- You may create any number of instances of the server software and additional software.
 - You may store instances of the server software and additional software on any of your servers or storage media.
 - You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).
- f. Included Microsoft Programs.** The Software contains other Microsoft programs. The license terms with those programs apply to your use of them.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. 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, or
 - 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 you need.
- b. Fail-over Rights.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. If you have licensed the server software under the Per Processor licensing model, the number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.
- c. No Separation of Server Software.** You may not use the server software 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.
- d. .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.
- e. 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.”**
- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as “sample.”
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

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 Licensor and Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

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.

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. However, this does not apply to the Microsoft .NET Framework (see below).

6. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework 3.0 (".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>.

7. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve 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. 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; or
- use the software for commercial software hosting services.

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

8. BACKUP COPY. You may make one backup copy of the software media. You may use it only to create instances of the software.

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

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

11. 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 or contact the Microsoft affiliate serving your country.

12. DOWNGRADE. Instead of using the software, you may use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with

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.

- 13. Software Transfer-Internal.** You may move the server software to a different server as part of the unified solution.
- Software Transfer To A Third Party.** The initial user of the software may make a one-time transfer of the software to another end user as part of the transfer of the unified solution. The transfer must contain all component parts, media, printed materials, this agreement, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred software must agree to all the terms within this agreement, including without limitation the runtime restriction specified above.
- CAL Transfer-Internal.** You may make a one-time transfer of a Runtime-Restricted Use CAL to another of your devices or users as part of a transfer of the unified solution.
- CAL Transfer to a Third Party.** The initial end user of the CAL may make a one-time transfer of this "Runtime-Restricted Use" CAL to another third party end user as part of a transfer of the unified solution. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred CAL must agree to all the terms of the CAL, including without limitation the runtime restriction specified above.
- No Rental.** You may not rent, lease, or lend the CAL.
- 14. 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.
- 15. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates and Internet-based services that you use, are the entire agreement for the software and support services.
- 16. 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 Licensor 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.
- 17. NOT FAULT TOLERANT.** THIS SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THIS SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.
- 18. NO WARRANTIES BY MICROSOFT.** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
- 19. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

Microsoft and SQL Server are registered trademarks of Microsoft Corporation in the United States and/or other countries.

Microsoft® SQL Server™ 2005, Standard Edition "Runtime-Restricted Use" Software

(For ISV Royalty Program Only)

End Item Part No. 228-05254 ó 228-25256

Server Licenses: N/A

Processor Licenses: N/A

User Client Access Licenses: One per COMPUCAJA license

Device Client Access Licenses: N/A

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (Licensor) 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, and
- Internet-based 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 place of purchase for a refund or credit.

◆ These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

Each license for the software is acquired under either the Server + Client Access License model or the Per Processor license model, and may not be changed. If you comply with these license terms you have the rights below for each software license you acquire or each server you appropriately license, as further explained in sections 2 and 3.

1. OVERVIEW.

◆ **Software. The software includes**

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

◆ **License Models. The software is licensed based on either:**

- the number of instances of server software that you run and the number of devices and users that access instances of the server software (see section 2 – Terms Specific to the Server + Client Access License Model); or
- the number of physical and virtual processors used by operating system environments in which you run instances of the server software (see section 3 – Terms Specific to the Per Processor License Model)

◆ **Definitions.**

- **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 one instance of an operating system and instances of applications, if any, configured to run on that operating system instance. 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. 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:
 - one physical operating system environment

- one or more virtual operating system environments
- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a Software License.** To assign a software license means simply to designate that license to one server.
- **Unified Solution.** A “unified solution” means a software product licensed to you by or on behalf of Licensor which: includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party. A unified solution includes any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at the same time with the initial unified solution. However, a unified solution does not include any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at a different time from the initial unified solution.

2. TERMS SPECIFIC TO THE SERVER + CLIENT ACCESS LICENSE MODEL.

◆ **Assigning the License to the Server.**

1. 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. A hardware partition or blade is considered to be a separate server.
2. 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.

◆ **Running Instances of the Server Software.** You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

◆ **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

- Analysis Services Shared Tools
- Business Intelligence Development Studio
- SQL Server 2005 Books Online
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

◆ **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.

- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).
- ◆ **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
- ◆ **Client Access Licenses (CALs).**
 - ii. **In addition to the software license, you must acquire the appropriate CAL for each device or user that accesses instances of the server software directly or indirectly.**
 - You may not access instances of the server software under Workgroup Edition CALs.
 - You do not need a CAL for any of your servers licensed to run instances of the server software.
 - You do not need a CAL for up to two devices or users to access instances of the server software only to administer those instances.
 - Your CALs permit access to instances of earlier versions, but not later versions, of the server software.
 - ◆ **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.
 - ◆ **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.
- ◆ **Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the unified solution, in accordance with the other terms of the agreement.

3. TERMS SPECIFIC TO THE PER-PROCESSOR LICENSE MODEL.

- ◆ **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.
 - iii. **Determining the Number of Licenses Required. You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below.**
 - A. To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
 - B. To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
- ◆ **Assigning the Required Number of Licenses to the Server.**
 - i. 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.
 - ii. You may reassign the 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.
- ◆ **Running Instances of the Server Software.** For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating

system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

- ◆ **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.
 - Analysis Services Shared Tools
 - Business Intelligence Development Studio
 - SQL Server 2005 Books Online
 - Connectivity Components
 - Legacy Components
 - Management Tools
 - Notification Services Client Components
 - Reporting Services Report Manager
 - Reporting Services Shared Tools
 - SQL Server 2005 Shared Tools
 - Software Development Kit
 - SQLXML Client Features
 - SQL Server Mobile Server Tools
- ◆ **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
 - You may create any number of instances of the server software and additional software.
 - You may store instances of the server software and additional software on any of your servers or storage media.
 - You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).
- ◆ **Included Microsoft Programs.** The Software contains other Microsoft programs. The license terms with those programs apply to your use of them.
- ◆ **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- ◆ **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, or
 - 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 you need.
- ◆ **Fail-over Rights.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. If you have licensed the server software under the Per Processor licensing model, the number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

- ◆ **No Separation of Server Software.** You may not use the server software 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.
- ◆ **.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.
- ◆ **Microsoft Operations Manager (MOM) Management Packs.** The software may contain MOM Management Packs. This data is part of MOM. The license terms for MOM apply to your use of these MOM Management Packs.
- ◆ **Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.**

iv. Right to Use and Distribute. The code and text files listed below are "Distributable Code."

- Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
- Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

◆ **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.

◆ **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.

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. However, this does not apply to the Microsoft .NET Framework (see below).

6. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. 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 .NET Component, provided it complies with the same conditions above.

- 7. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve 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. 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; or
 - use the software for commercial software hosting services.
- Rights to access the server software do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access the server.
- 8. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
- 9. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 10. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 11. 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 or contact the Microsoft affiliate serving your country.
- 12. DOWNGRADE.** Instead of using the software, you may use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with 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.
- 13. SOFTWARE TRANSFER-INTERNAL.** You may move the server software to a different server as part of the unified solution.
Software Transfer To A Third Party. The initial user of the software may make a one-time transfer of the software to another end user as part of the transfer of the unified solution. The transfer must contain all component parts, media, printed materials, this agreement, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred software must agree to all the terms within this agreement, including without limitation the runtime restriction specified above.
CAL Transfer-Internal. You may make a one-time transfer of a Runtime-Restricted Use CAL to another of your devices or users as part of a transfer of the unified solution.
CAL Transfer to a Third Party. The initial end user of the CAL may make a one-time transfer of this "Runtime-Restricted Use" CAL to another third party end user as part of a transfer of the unified solution. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred CAL must agree to all the terms of the CAL, including without limitation the runtime restriction specified above.
No Rental. You may not rent, lease, or lend the CAL.
- 14. 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.
- a. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates and Internet-based services that you use, are the entire agreement for the software.
- 15. 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.
- NOT FAULT TOLERANT.** THE SOFTWARE IS **NOT** FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.
- NO WARRANTIES BY MICROSOFT.** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).

Microsoft and SQL Server are registered trademarks of Microsoft Corporation in the United States and/or other countries.