

MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS VISTA BUSINESS N

These license terms are an agreement between you and

- the device manufacturer that distributes the software with the device, or
- the software installer that distributes the software with the device.

Please read them. They apply to the software named above, which includes the media on which you received it, if any. Printed paper license terms, which may come with the software, take the place of any on-screen license terms. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft and not the manufacturer or installer, licenses those to you.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact the manufacturer or installer to determine their return policy for a refund or credit.

As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet-based services.

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

1. **OVERVIEW.**

- Software.** The software includes desktop operating system software. This software does not include Windows Live services. Windows Live is a service available from Microsoft under a separate agreement.
- License Model.** The software is licensed on a per copy per device basis.

2. **INSTALLATION AND USE RIGHTS.** The software license is permanently assigned to the device with which you acquired the software. That device is the "licensed device." A hardware partition is considered to be a separate device.

- Licensed Device.** You may install one copy of the software on the licensed device. You may use the software on up to two processors on that device at one time. You may not use the software on any other device.
- Number of Users.** Except as provided in the Device Connections and Other Access

Technologies sections below, only one user may use the software at a time.

- c. **Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time. If the manufacturer or installer provides you with a one-time selection between language versions, you may use only the one language version you select.

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

- a. **Device Connections.** You may allow up to 10 other devices to access the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services.
- b. **Remote Access Technologies.** You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.
 - Remote Desktop. The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
 - Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.
- c. **Other Remote Uses.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
- d. **Use with Virtualization Technologies.** You may use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system.
 - If you do so, you may not play or access content or use applications protected by any Microsoft digital, information or enterprise rights management technology or other Microsoft rights management services or use BitLocker. We advise against playing or accessing content or using applications protected by other digital, information or enterprise rights management technology or other rights management services or using full volume disk drive encryption.
- e. **Multiplexing.** Hardware or software you use to
 - pool connections, or
 - reduce the number of devices or users that directly access or use the software(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- f. **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.
- g. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

4. **MANDATORY ACTIVATION.**

Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see <http://go.microsoft.com/fwlink/?linkid=69497>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You will not be able to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. If the manufacturer or installer activated the software for you, you may not be asked to activate the software when you first use it. The software will remind you to activate it until you do.

5. **VALIDATION.**

- a. The software will from time to time validate the software, update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.
- b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=69500>.
- c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may
- need to reactivate the software, or
 - receive reminders to obtain a properly licensed copy of the software,
- or you may not be able to
- use or continue to use some of the features of the software, or
 - connect to the Internet, or
 - obtain certain updates or upgrades from Microsoft.

- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see <http://go.microsoft.com/fwlink/?linkid=69502>.

6. **POTENTIALLY UNWANTED SOFTWARE.** If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," which will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

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

a. **Consent for Internet-Based Services.** The software features described below and in the Windows Vista Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the Windows Vista Privacy Statement at <http://go.microsoft.com/fwlink/?linkid=20615>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

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

- Windows Update Feature. You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending x.509 standard encrypted information. They also can be used to digitally sign files and macros, and to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists over the Internet, when available.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.

- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.
- Network Connectivity Status Icon. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with www.time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you

- use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
- configure your firewall to always enable IPv6 connectivity

by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".

- b. **Use of Information.** Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
 - c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer or installer 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 the software documentation. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- use components of the software to run applications not running on the software;
- 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.

9. **NOTICE REGARDING THE ABSENCE OF WINDOWS MEDIA PLAYER.** The software does not include Windows Media Player as defined by the European Commission. As a result, you will need a media player either from Microsoft or a third party in order to play audio CDs or media files, organize content in a media library, create playlists, convert audio CDs to media files, create an audio CD, create personal videos, view artist and title information of media files, view album art of music files, or transfer music to personal music players. More information can be found at <http://go.microsoft.com/fwlink/?LinkId=70121>.
10. **MICROSOFT .NET 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>.
11. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to reinstall the software.
12. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
13. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
14. **UPGRADES.** To use upgrade software, you must first be licensed for the software that is eligible for the upgrade. Upon upgrade, this agreement takes the place of the agreement for the software you upgraded from. After you upgrade, you may no longer use the software you upgraded from, except as permitted in the Downgrade section below.
15. **DOWNGRADE.** Instead of using the software, you may use one of the following earlier versions:
- Microsoft Windows XP Professional,
 - Microsoft Windows XP Professional N,

- Microsoft Windows Professional x64 Edition, or
- Microsoft Windows XP Tablet PC Edition.

This agreement applies to your use of the earlier versions. 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. Neither the manufacturer or installer, nor Microsoft is obligated to supply earlier versions to you. You must obtain the earlier version separately. At any time, you may replace an earlier version with this version of the software.

16. PROOF OF LICENSE.

- a. If you acquired the software on a device, or on a disc or other media, a genuine Microsoft Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device or appear on the manufacturer's or installer's packaging. If you receive the label separately, it is invalid. You should keep label on the device or the packaging that has the label on it to prove that you are licensed to use the software. If the device comes with more than one genuine Certificate of Authenticity label, you may use each version of the software identified on those labels.
- b. To identify genuine Microsoft software, see www.howtotell.com.

17. TRANSFER TO A THIRD PARTY. You may transfer the software directly to a third party only with the licensed device. You may not keep any copies of the software or any earlier version. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. The transfer must include the Certificate of Authenticity label.

18. THIRD PARTY PROGRAMS. The software contains third party programs. The license terms with those programs apply to your use of them.

19. 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.

20. SUPPORT SERVICES. For the software generally, contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at <http://www.support.microsoft.com/common/international.aspx>. If you are using software that is not properly licensed, you will not be entitled to receive support services.

21. ENTIRE AGREEMENT. This agreement (including the warranty below), additional terms and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

22. APPLICABLE LAW.

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

country apply.

23. **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.
24. **LIMITATION ON AND EXCLUSION OF DAMAGES.** **Except for any refund the manufacturer or installer may provide, you cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

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

It also applies even if

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

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

LIMITED WARRANTY

A. **LIMITED WARRANTY.** If you follow the instructions and the software is properly licensed, the software will perform substantially as described in the Microsoft materials that you receive in or with the software, except to the extent such materials describe functionality related to Windows Media Player (see Section 9 above). Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player.

B. **TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.** **The limited warranty covers the software for 90 days after acquired by the first user. If you receive supplements, updates, or replacement software during those 90 days, they will be covered for the remainder of the warranty or 30 days, whichever is longer.** If you transfer the software, the remainder of the warranty will apply to the recipient.

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

C. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, events beyond the reasonable control of the manufacturer or installer, or Microsoft, or the absence of Windows Media Player.

D. **REMEDY FOR BREACH OF WARRANTY.** **The manufacturer or installer will, at its election, either (i) repair or replace the software at no charge, or (ii) accept return of the product(s) for a refund of the amount paid, if any. The manufacturer or installer may also repair or replace supplements, updates and replacement software or provide a refund of the amount you paid for them, if any. Contact the manufacturer or installer about its policy. These are your only remedies for breach of the limited warranty.**

E. **CONSUMER RIGHTS NOT AFFECTED.** **You may have additional consumer rights under your local laws, which this agreement cannot change.**

F. **WARRANTY PROCEDURES.** Contact the manufacturer or installer to find out how to obtain warranty service for the software. For a refund, you must comply with the manufacturer's or installer's return policies.

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

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

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

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