MASTER END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

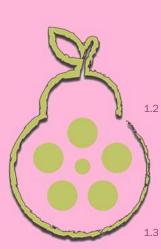
MSDN. THE MICROSOFT DEVELOPER NETWORK SUBSCRIPTION

PLEASE READ THIS END-USER LICENSE AGREEMENT ("EULA") CAREFULLY. BY INSTALLING OR USING THE SOFTWARE THAT ACCOMPANIES THIS EULA ("SOFTWARE"), YOU AGREE TO THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE AND, IF APPLICABLE, RETURN IT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

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 - 1.4 Navigating This EULA. Most provisions of this EULA apply to your general use of any Software provided to you under MSDN. In addition, however, certain license rights or limitations are identified as applicable only to (a) one of the specific groups of software programs identified above in Section 1.3, and/or (b) a specific Component.
- GENERAL GRANTS OF LICENSE AND LICENSE LIMITATIONS. Microsoft grants you the rights described in this EULA provided that you comply with all terms and conditions of this EULA.

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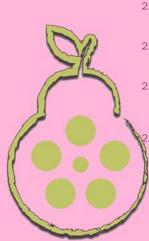
- 2.2 Documentation. You may make and use an unlimited number of copies of any Documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond your premises.
- 2.3 Component End-User License Agreements. Components that you receive as part of MSDN may include a separate end-user license agreement (each, a "Component EULA"). In the event of inconsistencies between the rights described in this EULA and any Component EULA that is not resolved expressly in this EULA (e.g., use of Desktop Applications, Server Software, Developer Tools, Prerelease Code), the terms of this EULA shall control. A Component EULA may have additional rights that are not specified in this EULA and to the extent that such rights are not inconsistent with the terms of this EULA, the Component EULA shall control solely with respect to that Component.
- 2.4 Third-Party Components. The Software may also contain third-party software programs. Any such software is provided for your use as a convenience and your use is subject to the terms and conditions of any license agreement contained in that software.
- 2.5 **Separation of Components.** The Software is licensed as a single product. Except as otherwise expressly provided in this EULA, its component parts may not be separated for use by more than one user, upless such other user is also a licensed end user of MSDN.
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- 2.7 Mandatory Activation. To reduce software piracy, Microsoft requires certain Components to be activated. Microsoft will not collect any personally identifiable information from your computer during the activation process without your consent. The product keys you receive from MSDN for those Components requiring activation allow for up to ten activations per Component.

Activation of your copies of the Component in the manner described during its setup sequence is required; otherwise, for each copy of a Component with required activation, the license rights granted under this EULA are limited as follows: (a) for Windows Server 2003 and Windows XP, to the first 60 days after you first install the Server Software; (b) for Microsoft Office, Microsoft Project 2002 and Visio 2002, to the first 50 launches of the Desktop Applications Software; and (c) for other Components that may require activation, please refer to information as specifically indicated in the Component's setup sequence.

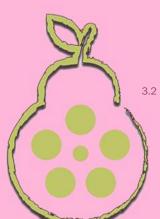
You may activate the Components requiring activation through the use of the Internet or telephone; toll charges may apply. You may also need to reactivate the Component if you modify your computer hardware or alter the Component. If you choose Internet activation, the Component will contact Microsoft computer systems over the Internet to conduct an authentication process to confirm that you have a licensed copy of the Component. You agree to allow the Component to conduct this authentication process. If you have an unlicensed copy of the Component, you are not allowed to install the Component or future Component updates. Additional information about activation is available online at the Microsoft support site.

3. **DEVELOPER TOOLS.**

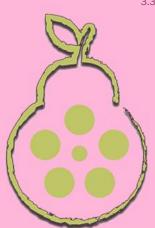
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 - b. That the Redistributables only operate in conjunction with Microsoft Windows platforms; (NOTE: This subsection does not apply to Server Redistributables or Microsoft Office Developer ("MOD").)
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 - 3.3.1 Microsoft SQL Server Desktop Engine ("MSDE"). If you redistribute MSDE you agree to comply with the following additional requirements: (a) Licensee Software shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless Licensee Software requires mers to lierosoft Aco order to operate, you shall mercial distribution in conjunction with a use MSDE for cor nera rpose word prod essing, spre adsheet, or database nagement softw produc include a genera uite whose component integrated work or product readsheet ord processing or database managen software produ except importing ported by é use lata to the ous for rosoft cess. A produc at include limited word process eadsheet, o tabase mponents along with other mponents which prov e significant and p mary val ch as an accour ing product with limited spreadsheet capability, is not o nsidered be a "generalpose" product.
 - 3.3.2 Microsoft Data Access Components. If you redistribute the Microsoft Data Access
 Component file identified as MDAC_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of an Licensee Software developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC_TYP.EXE.
 - 3.3.3 SQL Server 2000 Windows CE Edition. If you redistribute Microsoft SQL Server 2000 Windows CE Edition, then within your Licensee Software, the SQL Server 2000 Windows CE Edition Redistributables must operate in conjunction with Microsoft SQL Server 2000 Windows CE Edition. Note: Any Device on which a Microsoft Server 2000 Windows CE Edition-based Licensee Software is deployed must be appropriately licensed to access and utilize the services of Microsoft SQL Server.
 - 3.3.4 Visual Studio .NET.
 - a. Web Stress Functionality/ACT Tool. If included with the edition of the Software you have acquired, then as provided in the corresponding Software documentation, you have the ability to use the component of the Software identified as the Licensee Software Center Test ("ACT Tool") to perform stress tests against Web sites in its default mode (which is to honor any "robots.txt" files it may encounter) or to set the ACT Tool to not honor any "robots.txt" files it may encounter when performing its stress tests. The use of the ACT Tool by you in the non-default mode is entirely your responsibility and at your sole risk. Before you use the ACT Tool with any third-party property, you should consult with such third party or the agreement governing the use of such property to determine whether or not such use is permitted.



b. Crystal Reports for Microsoft Visual Studio .NET. Microsoft is not licensing to you any rights with respect to Crystal Reports for Microsoft Visual Studio .NET; your use of Crystal Reports for Microsoft Visual Studio .NET is subject to your acceptance of the terms and conditions of the end-user license agreement from Crystal Decisions for that product (a copy of the Crystal Decisions end-user license agreement can be found in the Software).

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4.1 General. The Software may include certain Microsoft server products. Any Server Software (defined below) provided to you as part of MSDN is provided for your use solely in conjunction with the design, development, testing, and demonstration of software products created by you that run in conjunction with the Server Software. The Server Software may not be used in a live production environment. Your use of the Server Software is subject to this EULA, the terms of which supersede those of any end-user license agreements contained in any Server Software.

The Server Software consists of software programs that provide services or functionality on a computer capable of running the server software ("Server Software"; the computer running the Server Software shall be referred to as the "Server.") and may also include software programs that allow an electronic device (a "Device") to access or utilize the services or functionality provided by the Server Software ("Device Software").

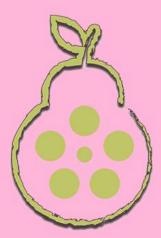
4.2 Installation and Grants of License.

- 4.2.1 Server Software. For purposes of designing, developing, testing, and demonstrating your software product(s) that run in conjunction with the Server Software (any such software product, "Licensee Server Software"), Microsoft grants you a limited, nonexclusive, royalty-free license to make, use, and install the Server Software for any ual Server Software on any number of Servers. All portions of any rver Software, however, must be installed and used on one and the s ny number of end users (i.e., in addition to licensed MSDN end users) acce d use the Server Software via Devices without the necessity of acquiri additio enses for the Software, provided that such access is lely for purposes Server Soft and vare created using MS way of exam nitation, the fore oing acces rights do not extend t e internal o surance testing by employees or contractors whose primary function is t he testing ftware.
- 4.2.2 **Device Software.** Except as otherwise provided, if Device Software is included with the Server Software, Microsoft grants a limited, nonexclusive, royalty-free license to make use, and install the Device Software on any number of Devices for use by others, **provided that** such use is solely in conjunction with the design, development, testing, and demonstration of Licensee Server Software.
- 4.2.3 Software Development Kits (or "Developer Editions") for Server Software. Certain Server Software may also include listings in a REDIST.TXT file. For purposes of this Section, the files identified in any such Server Software are referred to as "Server Redistributables" and are subject to the same license grant provided above for Redistributable Code (see Section 3.1). Server Redistributables, with the exception of the Microsoft SQL Server Desktop Engine ("MSDE"), are not, however, subject to certain redistribution requirements as specifically noted in Section 3.3.1. In addition, the Server Redistributables included with Microsoft Systems Management Server are subject to additional limitations as noted in Section 4.3.5, below.
- 4.3 Additional Rights and Limitations for Specific Server Software. Certain subscriptions to MSDN may contain Server Software that is subject to the following additional rights or limitations:

4.3.1 All Server Software.

- a. For purposes of this Agreement, "testing" does not include staging in a production environment such as loading content on a Server prior to production use.
- b. The use of the Server Software is limited to design, development, testing, and demonstration use only (as described in this **Section 4**) and the deployment of Licensee Server Software in a production or live environment may require additional licensing for use of and/or access to other Microsoft or third-party software products.

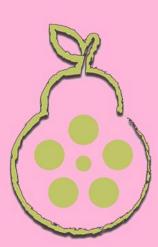
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4.3.2 Windows NT Server, Windows 2000 Server, and Windows Server 2003. The foregoing list of Server Software may be used by no more than four (4) processors of the Server at any one time. You may permit up to 200 anonymous concurrent connections to access your software applications using the Terminal Services component of Windows 2000 Server, so long as: (a) such use is limited to the demonstration of Licensee Software over the Internet for evaluation purposes, and (b) it does not utilize production data.

4.3.3 Windows Server 2003.

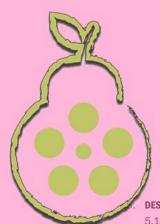
- a. Other Licenses. Your use of software applications installed on the Server, accessed through the Server, or providing application-sharing functionality may require additional licenses. Please consult the license agreement accompanying such software.
- b. Component Data Storage. The Server Software contains components that use the MSDE data storage technology. All copies and instances of MSDE contained in or installed by the Server Software components may be used only by those Server Software components. Any such copy or instance of MSDE contained in the Server Software way not be accessed or used for any other purpose, i.e., the Server Software version of MSDE may not be used for development purposes. In addition, any MSDE network library files that are disabled at the time you first install the Server Software may not be re-enabled.
- c. Automatic Internet-Based Services. The Server Software features described below are enabled by default to connect via the Internet to Microsoft computer systems automatically, without separate notice to you. You consent to the operation of these features, unless you choose to switch them off or not use them. Microsoft does not obtain personally identifiable information through any of these features. For more information about these features, please see your Server Software documentation or the Microsoft online support site.
 - Under the Server Software's default config ws Update Features. connect a device to your Server and the correct device driver is no ailable on Upda features on your Server (includ hen Windo Device your Server. the Plug lay C Module) au matically attempt heck soft co puter sys ns via e Internet fo e correct device ver. Havi his happen tomatica make lug-and-Play tion of new rdware better exper nce for cu mers ou may switch Windows Upd automatic driver check featu
 - iii. Web Content Features. Under the Server Software's default configuration, if you are connected to the Internet, several features of the Server Software are enabled by default to retrieve content from Microsoft computer systems and display it to you. When you activate such a feature, it uses standard Internet protocols, which transmit the type of operating system, browser, and language code of your Server to the Microsoft computer system so that the content can be viewed properly from your Server. These features only operate when you activate them, and you may choose to switch them off or not use them. Examples of these features include Windows Catalog, Search Assistant, and the Headlines and Search features of Help and Support Center.
 - iii. Digital Certificates. Use of certificates based on the X.509 standard is an important security feature of the Server Software. Certain functions of the X.509 implementation (for example, certificate revocation checking and certificate path building) connect via the Internet to computer systems belonging to Microsoft and other digital certificate authorities to check the validity of digital certificates that you receive from third parties during certain Internet-based operations (for example, communications secured with SSL or IPsec, mail secured with S/MIME, and smartcard authentication). In accordance with the X.509 standard, the Server Software automatically retrieves user certificates and certificate revocation lists when you attempt to access certificate-protected content. Additionally, the Server Software's Auto Root Update feature will occasionally update the list of trusted certificate authorities. Auto Root Update is an optional feature; you can uninstall it if you do not desire it to function. The other security operations based on the X.509 standard can be prevented from operating by blocking Server Internet access.



- iv. **Windows Media Player.** Some features of Windows Media Player automatically contact Microsoft computer systems if you use Windows Media Player or specific features of it: features that (A) check for new codecs if your Server does not have the correct ones for content you attempt to play (this feature may be switched off), and (B) check for new versions of Windows Media Player (this feature will operate only when you are using Windows Media Player).
- v. Notice Regarding MPEG-4 Visual Decoders for Windows Media Player. USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (1) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (2) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C. MPEG LA, L.L.C. has contractually obligated Microsoft to provide this notice.
- 4.3.4 Application Center 2000. For purposes of this product, "testing" shall be deemed to include (a) testing of your software products to ensure they are deployable with Application Center 2000; and (b) the right to build integration points (such as monitors) and determine any effects of use.
- 4.3.5 Systems Management Server Version 2.0 ("SMS").
 - a. You may install and use the Installer component of the Device Software ("SMS Installer") only on Devices used within your organization and only for the purpose of creating installation programs through the use of SMS Installer ("Setup Programs"). You may also use and modify the source code designated as "Sample Code" in the SAMPLES.TXT file for the sole purposes of designing, developing, and testing your Setup Programs.
 - ct code form the SMS Redistributab also in obi listed in REDIST ong with any modifications you ma the Sample Co nization for a purpo only on vices thin your orga other than creation of Set Program rovic that you: (i) roduce and use SMS Redistributable nly in co th or as par etup Progran i) hav alid Client Acc License rany ion of Micr tems Mana ment Server for each vice tha ses t MS Redistri itables; and (iii) ir nnify, h oft an harmless, and fend Mic its suppliers from and against a aims or lawsuits, includ g attorne fees at arise or result from the use of ır Setup Program or any talled your Setup Program. You do not have any oftware i other right to SMS Ins ler.

DESKTOP OPERATING SYSTEMS.

5.1 Remote Desktop/Remote Assistance/NetMeeting. Certain Desktop Operating Systems software contains Remote Desktop, Remote Assistance, and NetMeeting technologies that enable the Software or applications installed on a computer (sometimes referred to as a host device) to be accessed remotely from other devices. Provided that your use is within the scope of the license granted in Section 2: (a) you may use the Software's Remote Desktop feature (or other software which provides similar functionality for a similar purpose) to permit any device to use, access, display, or run the Software without acquiring a license for the Software on that device, provided only one user uses, accesses, displays, or runs the Software at any one time; and (b) when you are using Remote Assistance or NetMeeting (or other software which provides similar functionality for a similar purpose) you may share your session with other users without acquiring additional licenses for the Software. For Microsoft and non-Microsoft applications, you should consult the license agreement accompanying the applicable product or contact the applicable licensor to determine whether use of the product with Remote Desktop, Remote Assistance, or NetMeeting is permitted without an additional license. As used above, a session means the experience delivered by the Software similar to when a user is using the input, output, and display peripherals attached to a workstation computer.



- 5.2 Windows Media Format Software Development Kit ("WMFSDK"). The right to use the WMFSDK components that may be contained in the Software to develop a software application that uses Windows Media technology is available separately. If you wish to use the WMFSDK to develop such an application, visit
 - http://msdn.microsoft.com/workshop/imedia/windowsmedia/sdk/wmsdk.asp, accept a separate license for the WMFSDK, download the appropriate WMFSDK, and install it on your system.
- 5.3 Internet Gaming/Update Features. If you choose to utilize the Internet gaming or update features within the Software, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize Microsoft or its designated agent to access and utilize the necessary information for Internet gaming and/or updating purposes. Microsoft may use this information solely to improve our software or to provide customized services or technologies to you. Microsoft may disclose this information to others, but not in a form that personally identifies you.
- 5.4 Internet-Based Services Components. The Software contains components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that Microsoft may automatically check the version of the Software and/or its components that you are utilizing and may provide upgrades or fixes to the Software that will be automatically downloaded to your computer.

6. **DESKTOP APPLICATIONS.**

- 6.1 General. For each MSDN license acquired that includes Desktop Applications, you may make and use one additional copy of any of the Desktop Applications provided with your subscription level for business purposes, provided that such business purposes relate specifically to your design, development, testing, and demonstration of your software product(s). "Desktop Application" shall include Microsoft Project, Microsoft Office, Microsoft Visio, Microsoft FrontPage, and any other products that Microsoft may provide through MSDN from time to time.
- 6.2 Microsoft Office. In addition to, but solely with respect to the Microsoft Office Component, for each MSDN license acquired that includes Desktop Applications, you may make, use, and install one additional copy of Microsoft Office on a single computer for general business purposes provided that he or she is the only individual using such copy of Microsoft Office.
 - 3 FrontPage (Office XP Edition). The Microsoft Office XP edition of FrontPage components include the MSN BC news head ine component, the MSN MoneyCentral Stock Quote component, and the MSN Search component.
 - 6.3.1 Installation and Use. You may install and use any number of copies of the FrontPage Web components on server computers to provide services as part of your Web site on the Internet that you design with FrontPage and that is not a mobile wireless or interactive television site ("Your Web Site").
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