

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2012 R2 FOR EMBEDDED SYSTEM TELECOMMUNICATIONS (2 CPU)

These license terms are an agreement between you and:

- the server manufacturer that distributes the software with the server; or
- the software installer that distributes the software with the server.

Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate. 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, then Microsoft, and not the manufacturer or installer, licenses those to you. Printed paper license terms, which may come with the software, take the place of any on-screen license terms.

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 its return policy for a refund or credit.

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

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

1. OVERVIEW.

a. Software. The software includes:

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

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

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

c. Licensing Terminology.

- **Instance.** You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An “operating system environment” is:
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

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

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

- (i) one physical operating system environment, and
 - (ii) one or more virtual operating system environments.
- **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

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

2. USE RIGHTS.

- a. **Licensing a Server.** The manufacturer or installer has determined a certain number of server software licenses and assigned those licenses to the server with which the software was distributed. Before you run instances of the server software on the server, you must determine the number of software licenses required as described below. You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's software packaging.
- b. **Determining the Number of Licenses Required.** This license covers up to two physical processors. In order to determine how many licenses you need for each server, you must count the number of physical processors on the server, divide that number by two, and round up to the nearest whole number.
- c. **Assignment of the Required Number of Licenses to the Server.** The software license is permanently assigned to the server with which you acquired the software. That server is the licensed server for such license. A hardware partition or blade is considered to be a separate server. You may not assign the same license to more than one server.
- d. **Running Instances of the Server Software.**
 - You may run, at any one time:
 - (i) one instance of the server software in one physical operating system environment, and
 - (ii) up to two instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).
 - If you run all permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
 - (i) run hardware virtualization software
 - (ii) provide hardware virtualization services
 - (iii) run software to manage and service operating system environments on the licensed server.
- e. **Server Repartitioning.** You may reassign licenses when you:

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

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

- f. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software. For a list of additional software, visit <http://go.microsoft.com/fwlink/?LinkId=290987>.
- g. Creating and Storing Instances on Your Servers or Storage Media.** For each software license you acquire, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- h. Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.
- i. Processor Rights.** You may use the server software with up to two processors of the server at any one time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Specific Use.** The manufacturer designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, and/or preventative maintenance of this server.

- b. Software Use Limits.** You are not licensed to use any of the following functions of the server software, except as described below:
- **Active Directory and Authentication Service functions** (i.e., directory and authentication services, including use of the server software as a domain controller or any other use of DCPromo.exe)
 - **IntelliMirror Services** (i.e., the IntelliMirror management technologies of the server software)
 - **Network Infrastructure Services.** These are functions of the server software necessary to support a server network infrastructure. You are licensed to use these functions only for:

1. Dynamic Host Configuration Protocol services for IP address assignment for functionality provided by the server; and
 2. Domain Name System (DNS) service used for name resolution for functionality provided by the server, but only for a single domain name acting in primary mode (i.e., no secondary DNS for replication) and in standalone mode (i.e., not integrated with Active Directory domain controller). You may not use Routing and Remote Access Service or Windows Internet Name Service.
- **Printing Services.** These include print spoolers, drivers, and related files in the server software that enable operation of a printer. You are licensed to use these services only to generate and print reports concerning services provided by this server.
 - **Terminal Services** (i.e., using the terminal services feature of the server software or using other software used with the server software to provide similar services). Authorized system administrators may access and use up to two connections solely for the purpose of administration (including remote administration) of the server software running on this server.
 - **Volume Shadow Copy Service** (i.e., the feature in the Product, which enables point-in-time copying of files).
 - **Limits on Functions Supported by the Software.** The manufacturer licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server software to run or support
 1. directory services (such as Microsoft Active Directory),
 2. enterprise database software (such as Microsoft SQL Server), except non-enterprise engines used to support the specific use for which the manufacturer designed this server, such as Microsoft SQL Server Desktop Engine and Microsoft SQL Server 2005 Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which the manufacturer designed this server,
 3. enterprise resource planning software,
 4. messaging or enterprise mail (except POP3 mail and/or a platform enabling a voice messaging application),
 5. collaboration software (such as Microsoft Exchange),
 6. web-based time management applications that address appointment, meeting and other calendar items,
 7. Microsoft Exchange, and/or

the software when you first use it. 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
 - 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. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

Consent for Internet-Based Services. The software features described below and in the Windows Server Privacy Highlights connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit <http://go.microsoft.com/fwlink/?LinkID=280262>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

- Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser, and the name and version of the software you are using, and the language code of the device on which 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 the device on which you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run 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. To provide the content, these features send to Microsoft the type of operating system, name, and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance, and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet; these security features operate only when you are using the internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media Digital Rights Management Technology (WMDRM) to protect their intellectual property, including copyrights. This software and third-party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for:
 - compatible online music services in your region;

- new versions of the player; and
- codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, visit www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx.

- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next-generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software, the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you:
 - use an application that needs IPv6 connectivity, or
 - configure your firewall to always enable IPv6 connectivity

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

- Windows Server 2012 R2 Active Directory Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied, or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, visit www.microsoft.com/rms. You may choose not to use this feature.
- Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:

- the title and full web address or URL of the current webpage,
- standard computer information, and
- any content you have selected.

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

- 7. DATA STORAGE TECHNOLOGY.** The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
- 8. MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <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>.
- 9. 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 or contact the manufacturer. You may not:
 - work around any technical limitations in the software;
 - reverse engineer, decompile, or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - use the software's files and components within another operating system or application running on another operating system;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software for others to copy;

- rent, lease, or lend the software; or
- use the software for commercial software hosting services.

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

- 10. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
- 11. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 12. PROOF OF LICENSE.** If you acquired the software on the server, a disc, or other media, your proof of license is the genuine Certificate of Authenticity label that comes with the server and your proof of purchase. To be valid, this label must be affixed to the server or appear on the manufacturer's or installer's software packaging. Certificate of Authenticity labels for additional licenses will be affixed to packaging by the manufacturer or installer. If you receive the label in any other manner, it is invalid. You should keep the label on the server or retain any labels on the packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com. Proof of purchase may be subject to verification by your merchant's records.
- 13. TRANSFER TO A THIRD PARTY.** You may transfer the software only with the licensed server, all Certificate of Authenticity label(s), any additional licenses included with the server, and this agreement, directly to a third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software.
- 14. NOTICE ABOUT THE H.264/AVC VIDEO STANDARD AND THE VC-1 VIDEO STANDARD.** This software includes H.264/AVC and VC-1 visual compression technology. MPEG LA, L.L.C. requires this notice:

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

If you have questions about the Video Standards, further information may be obtained from MPEG LA, L.L.C.; see www.mpegla.com.

- 15. 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.

- 16. SUPPORT SERVICES.** 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 www.support.microsoft.com/common/international.aspx.
- 17. RESTRICTED USE.** The Microsoft software was not designed for systems that require fault-tolerant performance. You may not use the Microsoft software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.
- 18. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, and Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 19. 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.
- 20. 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.
- 21. NO WARRANTIES FOR THE SOFTWARE.** **The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees, or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft, or its affiliates. When allowed by your local laws, the manufacturer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**
- 22. LIMITATION ON AND EXCLUSION OF DAMAGES.** **You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. Except for any refund the manufacturer or installer may provide, you cannot recover any 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.

- 23. FOR AUSTRALIA ONLY.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

For further information regarding this warranty and to claim expenses in relation to the warranty (if applicable), please contact the manufacturer; see the contact information provided in the system packaging.

- 24. APPROVED ADDITIONAL TEXT IF EMBEDDED SYSTEM IS AUTHORIZED TO BE LEASED UNDER THE OEM LICENSE AGREEMENT:**

LEASED HARDWARE. If you lease the server from the manufacturer the following additional terms shall apply: (a) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms; (b) your rights to any software upgrades shall be determined by the lease you signed for the server; and (c) you may not use the software after your lease terminates, unless you purchase the server from the manufacturer.