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## Modern.IE VM Notes

Updated: 7/22/13

### System Requirements for Virtualization Platforms

Hyper-V for Windows Server 2008 R2 (<http://www.microsoft.com/en-us/download/details.aspx?displaylang=en&id=3512#system-requirements>)

Hyper-V for Windows Server 2012 (<http://technet.microsoft.com/en-us/library/hh831531.aspx>)

Virtual PC ([http://technet.microsoft.com/en-us/library/dd744684\(W.S.10\).aspx](http://technet.microsoft.com/en-us/library/dd744684(W.S.10).aspx))

VMWare Fusion for Mac (<http://www.vmware.com/support/product-support/fusion/faq/requirements.html>)

VMWare Player for Windows ([http://www.vmware.com/pdf/desktop/vmware\\_player50.pdf](http://www.vmware.com/pdf/desktop/vmware_player50.pdf))

VirtualBox ([https://www.virtualbox.org/wiki/End-user\\_documentation](https://www.virtualbox.org/wiki/End-user_documentation))

Parallels (<http://www.parallels.com/products/server/mac/system-requirements/>)

### Download Instructions

Most of the provided virtual machines have been archived into a self-extracting [RAR](#) archive, with some split into multiple parts of about 1GB a piece. You will need to download all the files associated with your chosen virtual machine before you can begin the extraction process. You **DO NOT** need to

download or install RAR.

Make sure you have plenty of disk space available for the extracted virtual machine files before downloading. Most of the virtual machines should take no more than about 10GBs, with some images consuming significantly less (Windows XP images are less than 2GB).

To download the virtual machine files (for Windows VMs):

- **Option 1:** It is highly recommended that you use a download manager to download the VM files as they are quite large. For each VM set that contains multiple files, a text file is provided that contains all the needed URLs, and download managers typically work well with lists of URLs. For example, [Free Download Manager](#) is a free tool that allows you to import a list of URLs straight from the clipboard.
- **Option 2:** Download each file individually.

To download the virtual machine files (for Mac VMs):

- **Option 1:** Use the '**curl**' command provided with the download to download all needed parts.
- **Option 2:** Download each file individually.

To download the virtual machine files (for Linux VMs):

- **Option 1:** Use the **'wget'** command to download all needed parts. For each VM set that contains multiple files, a text file is provided that contains all the needed URLs, and the **'wget'** command will work directly with this.
  - Example 1 (single-file downloads): `wget`  
<https://az412801.vo.msecnd.net/.../IE6.WinXP.For.LinuxVirtualBox.sfx>
  - Example 2 (multi-file downloads): `wget -i`  
<https://az412801.vo.msecnd.net/.../IE8.Win7.For.LinuxVirtualBox.txt>
- **Option 2:** Download each file individually.

## Extraction Instructions

To extract the virtual machine files (for Windows VMs):

- Locate and verify that you have all the needed files for your chosen VM. You should have at least one .EXE and possible a number of additional .RAR files. The .EXE file contains both the self-extraction code plus the first part of the RAR archive itself.
- Execute the .EXE and choose the location where you would like to extract the VM files to.
- Follow the normal import process for your chosen virtualization platform. To extract the virtual machine files (for Mac and Linux VMs):
- Locate and verify that you have all the needed files for your chosen VM. You should have at least one .SFX and possible a number of additional .RAR files. The .SFX file contains both the self- extraction code plus the first part of the RAR archive itself.
- Give the SFX file execute permission by typing `"chmod +x filename.sfx"` at the terminal.
- Execute the SFX executable from the terminal with `"/filename.sfx"` to expand the virtual machine to the current directory.

Notes for all platforms:

- If you do not want to use the self-extractor, you can also extract the virtual machine files using RAR itself (but this does require downloading and installing RAR).

## Usage Instructions

Although you may be able to get away with less, it is recommended that you assign the following RAM to the virtual machines:

- Windows XP images: 256 – 512MB
- Windows Vista images: 512 – 1024MB
- Windows 7 images: 1024 – 2048MB
- Windows 8 images: 1024 – 2048MB

It is also highly recommended that you implement a rollback strategy for any virtual machines that you download. This could be as simple as holding onto the original archive that you downloaded, or you could take advantage of your virtualization platform's snapshotting capability so that you can start over

with a fresh VM at any time and not have to worry about the guest operating system running out of trial time.i’

**Please note:** We also recommend for users to please check for and install the latest version of their chosen virtualization platform. There were some issues with VirtualBox and Windows 8.1 Preview that were completely fixed by using the latest version (4.2.16).

## Login Instructions

### Login Information (for Windows Vista, 7, 8 VMs):

IEUser, Passw0rd!

### Instructions to set password for XP VMs:

1. Using virtualization platform of choice, load the XP VM
2. Go to Control Panel | User Accounts
3. Select IEUser
4. Select "Create a password" link and enter the desired password

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22. APPLICABLE LAW. If you acquired this Software in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Software in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you acquired this Software in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you acquired this Software in any other country, then local law may apply.

23. ENTIRE AGREEMENT; SEVERABILITY. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between you and Microsoft relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this



EULA, the terms of this EULA shall control. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

#### GARANTIE LIMITÉE

Microsoft garantit que le Logiciel fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre État ou votre territoire et qu'une loi fédérale ou provinciale ou État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAIS UNIQUEMENT POUR LES DÉFAUTS COUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITÉE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS COUVERTS APRES CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS.

Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou toutes les mises à jour relatifs au Logiciel, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par quelque garantie ou condition que ce soit, expresse ou implicite.

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L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif seront, selon le choix de Microsoft de temps à autre sous réserve de toute loi applicable, a) le remboursement du prix payé, le cas échéant, pour le Logiciel ou b) la réparation ou le remplacement du Logiciel qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engager (p. ex., les frais d'envoi du Logiciel à Microsoft). La présente garantie limitée est nulle si la défectuosité du Logiciel est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Logiciel de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, selon la plus longue entre ces deux périodes. A l'extérieur des ...tats-Unis ou du Canada, ces recours ou l'un quelconque des services de soutien technique offerts par Microsoft ne sont pas disponibles sans preuve d'achat d'une source internationale autorisée. Pour exercer votre recours, vous devez communiquer avec Microsoft et vous adresser au Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, ou à la filiale de Microsoft de votre pays.

D...NI DE GARANTIES. La garantie limitée mentionnée ci-dessus constitue la seule garantie expresse qui vous est donnée et remplace toutes autres garanties expresses (s'il en est mentionnées dans un document ou sur un emballage. Sauf en ce qui a trait à la garantie limitée et dans la mesure maximale permise par les lois applicables, le Logiciel et les services de soutien technique (le cas échéant) sont fournis TELS QUELS ET AVEC TOUS LES D...FAUTS par Microsoft et ses fournisseurs, lesquels par les présentes dénie toutes autres garanties et conditions expresses, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts déployés selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Logiciel et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRI...T..., A LA JOUISSANCE OU LA POSSESSION PAISIBLE, A LA CONCORDANCE A UNE DESCRIPTION NI QUANT A UNE ABSENCE DE CONTREFA«ON CONCERNANT LE LOGICIEL.

EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SP...CIAUX, CONS...CUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES A L'...GARD DU MANQUE A GAGNER OU DE LA DIVULGATION DE RENSEIGNEMENTS CONFIDENTIELS OU AUTRES, DE LA PERTE D'EXPLOITATION, DE BLESSURES

CORPORELLES, DE LA VIOLATION DE LA VIE PRIVÉE, DE L'OMISSION DE REMPLIR TOUT DEVOIR, Y COMPRIS D'AGIR DE BONNE FOI OU D'EXERCER UN SOIN RAISONNABLE, DE LA NEGLIGENCE ET DE TOUTE AUTRE PERTE PÉCUNIAIRE OU AUTRE PERTE DE QUELQUE NATURE QUE CE SOIT) SE RAPPORTANT DE QUELQUE MANIÈRE QUE CE SOIT À L'UTILISATION DU LOGICIEL OU À L'INCAPACITÉ DE S'EN SERVIR, À LA PRESTATION OU À

L'OMISSION D'UNE TELLE PRESTATION DE SERVICES

DE SOUTIEN TECHNIQUE OU AUTREMENT AUX TERMES DE TOUTE DISPOSITION DU PRÉSENT EULA OU RELATIVEMENT À UNE TELLE DISPOSITION, MEME EN CAS DE FAUTE, DE DOMMAGE LITIGIEUX CIVIL (Y COMPRIS LA NEGLIGENCE), DE RESPONSABILITÉ STRICTE, DE VIOLATION DE CONTRAT OU DE VIOLATION DE GARANTIE DE MICROSOFT OU DE TOUT FOURNISSEUR ET MEME SI MICROSOFT OU TOUT FOURNISSEUR A ÉMIS UN AVIS DE LA POSSIBILITÉ DE TELS DOMMAGES. LIMITATION DE RESPONSABILITÉ ET RECOURS.

Malgré les dommages que vous puissiez subir pour quelque motif que ce soit (notamment, tous les dommages susmentionnés et tous les dommages directs ou pécuniaires), l'obligation intégrale de Microsoft et de l'un ou l'autre de ses fournisseurs aux termes de toute disposition du présent EULA et votre recours exclusif à l'égard de tout ce qui précède (sauf en ce qui concerne tout recours de réparation ou de remplacement choisi par Microsoft à l'égard de tout manquement à la garantie limitée) se limite au plus élevé entre les montants suivants : le montant que vous avez réellement payé pour le Logiciel ou 5,00 \$US. Les limites, exclusions et dénis qui précèdent (y compris les clauses ci-dessus), s'appliquent dans la mesure maximale permise par les lois applicables, même si tout recours n'atteint pas son but essentiel.

La présente Convention est régie par les lois de la province d'Ontario, Canada. Chacune des parties à la présente reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou écrivez à : Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

The following MICROSOFT GUARANTEE applies to you if you acquired this Software in any other country:

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Limitation of Liability - To the maximum extent permitted by applicable law and except as provided in the Microsoft Guarantee, Microsoft and its suppliers shall not be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. In any case Microsoft's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

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Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please use the address information enclosed in this Software to contact the Microsoft subsidiary serving your country or visit Microsoft on the World Wide Web at <http://www.microsoft.com>.

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### Windows Vista Enterprise Service Pack 2

Your use of this software is subject to the terms and conditions of your volume license agreement. You may not use this software under these terms if you are not a volume license customer or if you have not acquired a license for the software under your volume license agreement.

If you receive and use this software for evaluation from Microsoft or a Microsoft authorized distributor, then the following evaluation license terms will apply.

#### MICROSOFT EVALUATION SOFTWARE LICENSE TERMS

#### WINDOWS VISTA ENTERPRISE SERVICE PACK 2

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) 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,
- Internet-based services, and
- support 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. As described below, using the software also operates as your consent to the transmission of certain computer information during 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.

a. 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.

b. License Model. The software is licensed on a per copy per device basis.

2. TERM. The term of this agreement will expire 180 days after the software is installed. You have the right to use the software for evaluation only under the license terms of this agreement during this period. When installing or using the software for evaluation, you may not enter a product key or otherwise effectuate activation of the software.

3. INSTALLATION AND USE RIGHTS. Before you use the software under a license, you must assign that license to one device (physical hardware system). That device is the "licensed

device.” A hardware partition or blade is considered to be a separate device.

a. 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. Except as provided in the Storage and Network Use sections below, you may not use the software on any other device.

b. Evaluation. You may use the software only to demonstrate and internally evaluate it. You may not use the software for commercial purposes. You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.

c. 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.

d. 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.

#### 4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Storage. You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other device to which a license has been assigned.

b. Network Use. Instead of installing the software on the licensed device, you may install one copy on a storage device, such as a network server. You may use that copy only to run the software on your licensed device over an internal network.

c. Device Connections. You may allow up to 10 other devices to connect to the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services. However, you may not exceed a total of 10 connections at one time.

d. 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.

e. 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.

f. Use with Virtualization Technologies. Instead of using the software directly on the licensed device, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed device. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

g. 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.

h. 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.

i. Icons, images and sounds. While the software is running, you may use but not share its icons, images, sounds, and media.

## 5. VALIDATION.

a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see <http://go.microsoft.com/fwlink/?Linkid=96550>.

b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. These updates and downloads may be delivered to you through the Windows Update service (if you use the service) or through other means. During or after a validation check, the software may send information about the software, the device and the



results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found 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 or after a validation check, see <http://go.microsoft.com/fwlink/?Linkid=96551>.

c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product

and you may

- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and reactivate,

and you may not be able to

- use or continue to use the software or 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=96552>.

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," 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=96553>. 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.

Plug and Play and Plug and Play Extensions. You may connect new hardware to your device, either directly or over a network. 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. An administrator can disable this update feature.

- Windows Update. To enable the proper functioning of the Windows Update service in the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.
- 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, 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.
- 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, go to <http://go.microsoft.com/fwlink/?Linkid=44073>.

- Malicious Software Removal. During setup of the software, if you select "Get important updates for installation", the software may check for and remove certain malicious software ("Malware") from your device during setup. The Malware that will be removed, if found, is listed and periodically updated at <http://www.support.microsoft.com/?kbid=890830>. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected, specific information relating to the detection, errors that occurred while the software was checking for Malware, and other information about your device that will help us improve this and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software's reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>. For more information, read the Windows Malicious Software Removal Tool privacy statement at <http://go.microsoft.com/fwlink/?Linkid=113995>.
- 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](http://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 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. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see <http://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;
- 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. 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>.

10. BACKUP COPY. You may make one backup copy of the media. You may use it only to reinstall 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. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD. This software includes MPEG-4 visual decoding technology. MPEG LA, L.L.C. requires this notice:

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 (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

13. NOTICE ABOUT THE VC-1 VISUAL STANDARD. This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD (“VC-1 VIDEO”) OR (B) DECODE 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 VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

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

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 <http://www.microsoft.com/exporting>.

16. SUPPORT SERVICES. Because Microsoft provides the software “as is”, we may not provide support services for it.

17. 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.

18. 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.

19. 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.

20. Disclaimer of Warranty. The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

21. LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. 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

- 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.

## Microsoft Evaluation Software License Terms

### Windows 7 Enterprise

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the evaluation software named above, which includes the media on which you received it, if any. Printed-paper license terms, which may come with the software, may replace or modify 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.

By using the software, you accept these terms. If you do not accept them, do not use the software. 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.

- a. 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.
- b. License Model. The software is licensed on a per copy per computer basis. A computer is a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a separate computer.

2. TERM. The term of this agreement will expire 90 days after the software is activated. You have the right to use the software under the license terms of this agreement during this period. The software will stop running 90 days after it is activated. You may not receive any other notice. You may not be able to access data used with the software when it stops running.

#### 3. INSTALLATION AND USE RIGHTS.

- a. One Copy per Computer. You may install one copy of the software on one computer. That computer is the "licensed computer."
- b. Licensed Computer. You may use the software on up to two processors on the licensed computer at one time. Unless otherwise provided in these license terms, you may not use the software on any other computer.
- c. Evaluation. You may use the software only to demonstrate and internally evaluate it. You may not use the software for commercial purposes. You may not use the software in a live



operating environment unless Microsoft permits you to do so under another agreement.

d. Number of Users. Unless otherwise provided in these license terms, only one user may use the software at a time.

e. Alternative Versions. The software may include more than one version, such as 32-bit and 64-bit. You may install and use only one version at one time.

#### 4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. 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.

b. 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.

c. Icons, images and sounds. While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.

d. Use with Virtualization Technologies. Instead of using the software directly on the licensed computer, you may install and use the software within only one virtual (or otherwise emulated) hardware system on the licensed computer. When used in a virtualized environment, content protected by digital rights management technology, BitLocker or any full volume disk drive encryption technology may not be as secure as protected content not in a virtualized environment. You should comply with all domestic and international laws that apply to such protected content.

e. Storage. You may store one copy of the software on a storage device, such as a network server. You may use that copy to install the software on any other computer to which a license has been assigned.

f. Device Connections. You may allow up to 20 other devices to access software installed on the licensed computer to use only File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services.

g. Remote Access Technologies. You may access and use the software installed on the licensed computer remotely from another device using remote access technologies as follows.

- Remote Desktop. The single primary user of the licensed computer 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.

h. Media Center Extender. You may have five Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.

i. Electronic Programming Guide. If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.

j. Related Media Information. If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.

k. Worldwide Use of the Media Center. Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

## 5. MANDATORY ACTIVATION.

Activation associates the use of the software with a specific computer. During activation, the software will send information about the software and the computer to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information, see [go.microsoft.com/fwlink/?Linkid=104609](http://go.microsoft.com/fwlink/?Linkid=104609). By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Unless the software is activated, you have no right to use the software after the time permitted for activation. This is to prevent its unlicensed use. You are not permitted to bypass or circumvent activation. If the computer is connected to the Internet, you can activate the software manually by Internet before the time permitted for activation expires. If you do so, Internet service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will

remind you to activate it until you do.

6. VALIDATION.

a. Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see [go.microsoft.com/fwlink/?Linkid=104610](http://go.microsoft.com/fwlink/?Linkid=104610).

b. The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. 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 or after a validation check, see [go.microsoft.com/fwlink/?Linkid=104611](http://go.microsoft.com/fwlink/?Linkid=104611).

c. If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software will be affected, for example:

Microsoft may

- repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or
- check and remove malicious or unauthorized software known to be related to such unauthorized changes, or
- provide notices that the software is improperly licensed or a non-genuine Windows product
- and you may
- receive reminders to obtain a properly licensed copy of the software, or
- need to follow Microsoft's instructions to be licensed to use the software and

reactivate,

- and you may not be able to
- use or continue to use the software or 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 [go.microsoft.com/fwlink/?Linkid=104612](http://go.microsoft.com/fwlink/?Linkid=104612).

7. **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,” 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.

8. **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 7 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. In some cases, you may switch off these features or not use them. For more information about these features, see the Windows 7 Privacy Statement at [go.microsoft.com/fwlink/?linkid=104604](http://go.microsoft.com/fwlink/?linkid=104604). 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 computer where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Plug and Play and Plug and Play Extensions.** You may connect new hardware to your computer, either directly or over a network. Your computer 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 computer. An administrator can disable this update feature.
- **Windows Update.** To enable the proper functioning of the Windows Update service in

the software (if you use it), updates or downloads to the Windows Update service will be required from time to time and downloaded and installed without further notice to you.

- **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, 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.
- **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; and
  - new versions of the player.

For more information, go to [go.microsoft.com/fwlink/?Linkid=104605](http://go.microsoft.com/fwlink/?Linkid=104605).

- **Malicious Software Removal.** During setup, if you select "Get important updates for installation", the software may check and remove certain malware from your computer. "Malware" is malicious software. If the software runs, it will remove the Malware listed and updated at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830). During a Malware check, a report will be sent to Microsoft with specific information about Malware detected, errors, and other information about your computer. This

information is used to improve the software and other Microsoft products and services. No information included in these reports will be used to identify or contact you. You may disable the software's reporting functionality by following the instructions found at [www.support.microsoft.com/?kbid=890830](http://www.support.microsoft.com/?kbid=890830). For more information, read the Windows Malicious Software Removal Tool privacy statement at [go.microsoft.com/fwlink/?LinkId=113995](http://go.microsoft.com/fwlink/?LinkId=113995).

- 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](http://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 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".

- 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, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at [go.microsoft.com/fwlink/?linkid=31493](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.

- Search Suggestions Service. In Internet Explorer, when you type a search query in the

Instant Search box or type a question mark (?) before your search term in the Address bar, you will see search suggestions as you type (if supported by your search provider). Everything you type in the Instant Search box or in the Address bar when preceded by a question mark (?) is sent to your search provider as you type. Also, when you press Enter or click the Search button, the text in the Instant Search box or Address bar is sent to the search provider. If you use a Microsoft search provider, use of the information sent is subject to the Microsoft Online Privacy Statement. This statement is available at [go.microsoft.com/fwlink/?linkid=31493](http://go.microsoft.com/fwlink/?linkid=31493). If you use a third-party search provider, use of the information sent will be subject to the third party's privacy practices. You can turn search suggestions off at any time. To do so, use Manage Add-ons under the Tools button in Internet Explorer. For more information about the search suggestions service, see [go.microsoft.com/fwlink/?linkid=128106](http://go.microsoft.com/fwlink/?linkid=128106).

- Consent to Update Infrared Emitter/Receiver. The software may contain technology to ensure proper functioning of the infrared emitter/receiver device shipped with certain Media Center-based products. You agree that the software may update the firmware of this device.
- Media Center Online Promotions. If you use Media Center features of the software to access Internet-based content or other Internet-based services, such services may obtain the following information from the software to enable you to receive, accept and use certain promotional offers:
  - certain computer information, such as your Internet protocol address, the type of operating system and browser you are using, and the name and version of the software you are using,
  - the requested content, and
  - the language code of the computer where you installed the software.
  - Your use of the Media Center features to connect to those services serves as your consent to the collection and use of such information.

b. Use of Information. Microsoft may use the computer information, accelerator information, search suggestions 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.

9. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the features included in the software edition you licensed. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you

may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. 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;
- transfer the software or this agreement to any third party; or
- use the software for commercial software hosting services.

10. 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 [go.microsoft.com/fwlink/?LinkID=66406](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 [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).

11. BACKUP COPY.

- a. Media. If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to reinstall the software on the licensed computer.
- b. Electronic Download. If you downloaded the software online, you may make one copy of the software on a disc or other media in order to install the software on a computer. You may also use it to reinstall the software on the licensed computer.

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. NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD. This software includes H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND THE MPEG-2 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 AVC, VC-1, MPEG-4 PART 2 AND MPEG-2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERICAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C SEE [WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

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

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](http://www.microsoft.com/exporting).

16. SUPPORT SERVICES. Because this software is “as is”, we may not provide support services for it.

17. ENTIRE AGREEMENT. This agreement, additional terms (including any printed-paper license terms that accompany the software and may modify or replace some or all of these 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.

18. 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.

19. 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.

20. DISCLAIMER OF WARRANTY. The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

21. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to

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

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

## Microsoft Evaluation Software License Agreement

### Windows 8 Enterprise

Thank you for choosing to evaluate Microsoft Windows 8 Enterprise. This is a license agreement between you and Microsoft Corporation (or, based on where you live, one of its affiliates) that describes your rights to use the Windows 8 evaluation software. For your convenience, we've organized this agreement into two parts. The first part includes introductory terms phrased in a question and answer format; the Additional Terms follow and contain greater detail. You should review the entire agreement, including any linked terms, because all of the terms are important and together create this contract that applies to you. You can review linked terms by pasting the forward link into your browser window once the software is running. The Additional Terms contain a binding arbitration clause and class action waiver. If you live in the United States, these affect your rights to resolve a dispute with Microsoft, and you should read them carefully.

By accepting this agreement or using the software, you agree to all of these terms and consent to the transmission of certain information during activation and for Internet-based features of the software. If you do not accept and comply with these terms, you may not use the software or features.

How can I use the software? We do not sell our software or your copy of it – we only license it. Under our license, we grant you the right to install and run that one copy on one computer (the licensed computer), for use by one person at a time only to demonstrate and internally evaluate the software, but only if you comply with all the terms of this agreement. Typically, this means you can install one copy of the software on a computer and then you can use the software on that computer. The software is not licensed to be used as server software or for commercial hosting - so you may not make the software available for simultaneous use by multiple users over a network. For more information on multiple user scenarios and virtualization, see the Additional Terms.

How long can I use the software? You may use the software for 90 days after the software is activated. The software will stop running after those 90 days and you may not receive any other notice. You may not be able to access data used with the software when it stops running.

May I make a backup copy? Yes, you may make a single copy of the software for backup purposes, and use that backup copy as described below.

How does Internet activation work? The first time you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine, and the license is associated with the licensed computer. This process is called "activation." Because activation is meant to identify unauthorized changes to the licensing or activation functions of the software, and to otherwise prevent unlicensed use of the software, you may not bypass or circumvent activation.

Does the software collect my personal information? If you connect your computer to the Internet, some features of the software may connect to Microsoft or service provider computer systems to send or receive information, including personal information. You may not always receive a separate notice when they connect. If you choose to use any of these features, you agree to send or receive this information when using that feature. Many of these features can be switched off or you can choose not to use them.

How do we use your information? Microsoft uses the information it collects through the software features to upgrade or fix the software and otherwise improve our products and services. In certain circumstances, we also share it with others. For example, we share error reports with relevant hardware and software vendors, so that they can use the information to improve how their products run with Microsoft products. You agree that we may use and disclose the information as described in our Privacy Statement, at [go.microsoft.com/fwlink/?linkid=190175](http://go.microsoft.com/fwlink/?linkid=190175).

What does this agreement apply to? This agreement applies to the software, the media on which you received the software, and also any Microsoft updates, supplements, and services for the software, unless other terms come with them. It also applies to Windows apps that are included with Windows, which are separate from the software features.

Are there things I'm not allowed to do with the software? Yes. Because the software is licensed, not sold, Microsoft reserves all rights (such as rights under intellectual property laws) not expressly granted in this agreement. In particular, this license does not give you any right to, and you may not: use the software in a live operating environment; use or virtualize features of the software separately, publish, copy (other than the permitted backup copy), rent, lease, or lend the software; transfer the software (except as permitted by this agreement), attempt to circumvent technical protection measures in the software, reverse engineer, decompile, or disassemble the software, except if the laws where you live permit this even when our agreement does not. In that case, you may do only what your law allows. When using Internet-based features or Microsoft Family Safety, you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account or network, in an unauthorized manner.

#### Additional TERMS

1. License Rights and Multi User Scenarios
  - a. Computer. In this agreement, "computer" means a hardware system (whether physical or virtual) with an internal storage device capable of running the software. A hardware partition or blade is considered to be a computer. The software is licensed to run on up to two processors on the licensed computer.
  - b. Multiple versions. The software includes multiple versions (such as 32-bit and 64-bit

versions), and you may install only one of those versions.

c. Multiple or pooled connections. Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each copy of the software you are using.

d. Device connections. You may allow up to 20 other devices to access the software installed on the licensed computer for the purpose of using file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed computer. You may allow any number of devices to access the software on the licensed computer to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section) on any of these other devices.

e. Client Hyper-V. You may use the Client Hyper-V technology in the software to create a virtual instance of this or other software, but only if the software you are creating the virtual instance of permits you to do that.

f. Use in a virtualized environment. If you use virtualization software, including Client Hyper-V, to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this agreement. This license allows you to install only one copy of the software for use on one computer, whether that computer is physical or virtual. If you want to use the software on more than one virtual computer, you must obtain separate copies of the software and a separate license for each copy. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.

g. Remote access. The software contains Remote Desktop and Remote Assistance technologies that enable the software or applications installed on the licensed computer to be accessed remotely from other devices.

- Remote Desktop. Remote Desktop or similar technologies is licensed for a single user, who is either accessing that software from a local pc, or remotely. For this agreement, you are the licensed single user. You may access the software running on this licensed host pc from another device, by using Remote Desktop. Other users, one at a time, may access the licensed software running on this host pc, from any device using Remote Desktop, but only if the remote device is separately licensed to run an edition of Windows 8 or Windows RT.
- Remote Assistance. You may use Remote Assistance or similar technologies to share an active session without obtaining any additional licenses for the software. Remote Assistance allows one user to directly connect to another user's computer, usually to correct problems.

## 2. Binding Arbitration and Class Action Waiver

- a. Application. This Section 2 applies to any dispute except it does not include A Dispute relating to the enforcement or VALIDITY of your, Microsoft's, or either of our licensors' intellectual property rights. Dispute means any dispute, action, or other controversy between you and Microsoft concerning the software (including its price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.
- b. Notice of dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement of the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at [go.microsoft.com/fwlink/?linkid=245499](http://go.microsoft.com/fwlink/?linkid=245499). Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.
- c. Small claims court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
- d. Binding arbitration. If you and Microsoft do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.
- e. Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
- f. Arbitration procedure, costs, fees and incentives. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and in many cases its Supplementary Procedures for Consumer-Related Disputes. For more information, see [adr.org](http://adr.org) or call 1-800-778-7879. In a dispute involving \$75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees. You

and Microsoft agree to the terms governing procedures, fees and incentives at [go.microsoft.com/fwlink/?linkid=245495](http://go.microsoft.com/fwlink/?linkid=245495). To commence arbitration, submit the form available at [go.microsoft.com/fwlink/?linkid=245497](http://go.microsoft.com/fwlink/?linkid=245497) to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.

g. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute under this agreement to which Section 2 applies must be filed within one year in small claims court (Section 2.c) or in arbitration (Section 2.d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

h. Severability. If the class action waiver in Section 2.e is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 2 (arbitration) will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 2 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 2 remaining in full force and effect.

### 3. CHOICE OF LAW

The laws of the state or country where you live govern all claims and disputes under this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort. If you acquired the software in any other country, the laws of that country apply. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so.

### 4. ACTIVATION

a. More on how activation works. The software will notify you whether the installed copy of the software is properly licensed. During activation, the software will send information about the software and your computer to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. For more information about activation, see [go.microsoft.com/fwlink/?linkid=190175](http://go.microsoft.com/fwlink/?linkid=190175). If the licensed computer is connected to the Internet, the software will automatically connect to Microsoft for activation. You can also activate the software manually by Internet. In either case, Internet service charges may apply.

b. Re-activation. Some changes to your computer components or the software may require re-activation of the software.

c. Activation failure. During online activation, if the licensing or activation functions of the software are found to be counterfeit, improperly licensed, or include unauthorized changes, activation will fail and the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. The software will notify you if the installed copy of the software is improperly licensed or includes unauthorized changes. In addition, you may receive reminders to obtain a properly licensed copy of the software. You may not be able to obtain certain updates or upgrades from Microsoft if your copy of the software is found to be improperly licensed.

5. Internet-based FEATURES; privacy

The following software features use Internet protocols, which send to Microsoft (or its suppliers or service providers) 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 computer where you installed the software. Microsoft uses this information to make the Internet-based features available to you, in accordance with the Windows 8 Privacy Statement, at [go.microsoft.com/fwlink/?linkid=190175](http://go.microsoft.com/fwlink/?linkid=190175). Some Internet-based features may be delivered at a later date via Microsoft's Windows Update service--if, for example, you acquire an application that relies on one of those services.

a. Windows Update. If you use the Windows Update service in the software, updates or downloads to the Windows Update service will be required for proper functioning of the service, from time to time, and will be downloaded and installed without further notice to you.

b. Windows Digital Rights Management technology. Some content owners use Windows digital rights management technology (WDRM) to protect their copyrights and other intellectual property, including by disabling the software's ability to play protected content if WDRM fails. You agree that Microsoft may include a revocation list with the licenses.

c. Windows Media Player. When you use Windows Media Player, it checks with Microsoft for compatible online music services in your region and new versions of the player. You may only use Windows Media Player as described at [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605).

d. Windows Defender. If turned on, Windows Defender will search your computer for many types of malicious software, including viruses, worms, bots, rootkits, "spyware", "adware" and other potentially unwanted software. If you choose the "recommended" security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software. It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

e. Malicious software removal. If you use Windows Update, at least once each month the software will scan for and remove from your computer the malware listed at



[go.microsoft.com/fwlink/?linkid=241725](http://go.microsoft.com/fwlink/?linkid=241725). After the scan completes, a report will be sent to Microsoft with specific information about malware detected, errors, and other information about your computer. This information is used to improve the software and other Microsoft products. You may disable the software's reporting functionality by following the instructions found at [go.microsoft.com/fwlink/?linkid=241725](http://go.microsoft.com/fwlink/?linkid=241725).

f. SmartScreen Filter. If enabled, the SmartScreen Filter will check the addresses of webpages and downloads you attempt to view against a frequently updated list of webpages and downloads that have been reported to Microsoft as unsafe or suspicious. SmartScreen will also check downloaded programs that you attempt to run against a list of commonly downloaded or run programs to help you make more informed trust decisions. More information can be found by visiting the Internet Explorer Privacy Statement [go.microsoft.com/fwlink/?linkid=239590](http://go.microsoft.com/fwlink/?linkid=239590). By enabling SmartScreen in either Windows or Internet Explorer, you consent to this feature, and you agree to use the SmartScreen Filter only in conjunction with Windows or Internet Explorer. You may not, either manually or by enabling or authorizing any software or service, copy, display, distribute, collect or store any data provided by the SmartScreen Filter.

g. IPv6 Network Address Translation (NAT) Traversal service (Teredo). Each time you start your licensed computer, Teredo will attempt to locate a public Internet Protocol version 6 (IPv6) service on the Internet. This occurs automatically when your licensed computer is connected to a public or private network, but does not occur on managed networks such as enterprise domains. If you use a program that requires Teredo to use IPv6 connectivity, or if you configure your firewall to always enable IPv6 connectivity, then Teredo will periodically contact the Microsoft Teredo service over the Internet. The only information sent to Microsoft is standard computer information and the name of the service requested (for example [teredo.ipv6.microsoft.com](http://teredo.ipv6.microsoft.com)). The information sent from your computer by Teredo is used to determine if your computer is connected to the Internet and if it can locate a public IPv6 service. Once the service is located, information is sent to maintain a connection with the IPv6 service.

h. Plug and Play and Plug and Play Extensions. Your computer may not have the drivers needed to communicate with hardware that you connect to your computer. If so, the update feature of the software can obtain and install the correct driver on your computer. An administrator can disable this update feature.

i. Digital certificates. The software uses digital certificates to confirm the identity of Internet users sending X.509 standard encrypted information, to digitally sign files and macros, and to verify the integrity and origin of file contents. The software may retrieve and update certificates, certificate revocation lists, and the list of trusted certification authorities, over the Internet.

j. 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 transfers only standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

k. Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the applicable service provider (which may not be Microsoft): the title and full web address or URL of the current webpage, standard computer information, and any content you have selected. For more information, see [go.microsoft.com/fwlink/?linkid=239590](http://go.microsoft.com/fwlink/?linkid=239590).

l. Search provider update. The software will download an update to the data on your computer about search providers. This update upgrades your providers with the latest features, such as new icons or search suggestions. This is a one-time update, but the software will try to perform the update several times if it does not successfully download the update. For more information, see [go.microsoft.com/fwlink/?linkid=239590](http://go.microsoft.com/fwlink/?linkid=239590).

m. Cookies. If you choose to use online features in the software, such as online Help and Support, cookies may be set. To learn how to block, control and delete cookies, please read the cookies section of the privacy statement at [go.microsoft.com/fwlink/?linkid=74170](http://go.microsoft.com/fwlink/?linkid=74170).

n. Windows Store. In addition to the terms of this agreement for Internet based features, you may only use the Windows Store under the terms available at [go.microsoft.com/fwlink/?linkid=246694](http://go.microsoft.com/fwlink/?linkid=246694). Those terms also contain information about Windows Notification Service. Windows apps or any preinstalled apps in your Start may use Windows Notification Service. You agree that we may send you notifications as described in the Windows 8 Privacy Statement and Windows Store terms of service.

## 6. WINDOWS Apps

Windows apps (such as Mail, Messaging, Calendar and People) are apps that are developed by Microsoft, included with Windows, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at [go.microsoft.com/fwlink/?linkid=246338](http://go.microsoft.com/fwlink/?linkid=246338), or for Windows apps that access Xbox services, the [xbox.com/legal/livetou](http://xbox.com/legal/livetou). We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting [choice.live.com](http://choice.live.com).

## 7. Fonts, Icons, Images, and SoundS

a. Font components. While the software is running, you may use its fonts to display and print content. You may temporarily download the fonts to a printer or other output device to print content, and you may embed fonts in content only as permitted by the embedding restrictions in the fonts.

b. Icons, images, and sounds. While the software is running, you may access and use its icons, images, sounds, and media only from the licensed computer. You may not share the sample images, sounds and media provided with the software or use them for any other purpose.

#### 8. .NET FRAMEWORK

The software includes one or more components of the .NET Framework, which you may use only as described at [go.microsoft.com/fwlink/?linkid=66406](http://go.microsoft.com/fwlink/?linkid=66406), if you use the .NET Framework components to conduct internal benchmark testing.

#### 9. H.264/AVC AND MPEG-4 VISUAL STANDARDS AND VC-1 VIDEO STANDARDS

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS (“VIDEO STANDARDS”) AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERICAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C SEE MPEGLA.COM.

#### 10. ADOBE FLASH PLAYER

The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated, at [go.microsoft.com/fwlink/?linkid=248532](http://go.microsoft.com/fwlink/?linkid=248532). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

#### 11. EXPORT RESTRICTIONS

You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information, visit [microsoft.com/exporting](http://microsoft.com/exporting).

#### 12. SUPPORT SERVICES

Because the software is provided “as-is”, Microsoft may not provide support services for it.

#### 13. NO WARRANTY

The software is licensed “as-is” and you bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws,

Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

#### 14. Limitation on and Exclusion of Remedies and Damages

If you have any basis for recovering damages from Microsoft, you can recover only direct damages up to U.S. \$5.00. You may not recover any other damages, including consequential, lost profits, special, indirect, or incidental damages. The damage exclusions and limitations in this agreement apply even if repair, replacement or a refund for the software does not fully compensate you for any losses or if Microsoft knew or should have known about the possibility of the damages. Some states and countries do not allow the exclusion or limitation of incidental, consequential, or other damages, so those limitations or exclusions may not apply to you. If your local law allows you to recover other damages from Microsoft even though we do not, you cannot recover more than U.S. \$5.00, or the amount you paid for the software, whichever is higher.

#### 15. ENTIRE AGREEMENT

This agreement (together with terms accompanying any software supplements, updates, and services that are provided by Microsoft and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless Microsoft provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by following the instructions in the Action Center-Windows Activation within the software. You can also review the terms at any of the links in this agreement after your software is running by typing the urls into your browser address bar, and you agree to do so. You agree that for each service or included app that is governed by this agreement and also specific terms linked in this agreement, you will read the terms for that service before using the service. You understand that by using the service, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing terms that bind you and us are:

- [go.microsoft.com/fwlink/?linkid=190175](http://go.microsoft.com/fwlink/?linkid=190175) (Windows 8 Privacy Statement);
- [go.microsoft.com/fwlink/?linkid=245495](http://go.microsoft.com/fwlink/?linkid=245495) (Arbitration Procedure)
- [go.microsoft.com/fwlink/?linkid=104605](http://go.microsoft.com/fwlink/?linkid=104605) (Windows Media Player)
- [go.microsoft.com/fwlink/?linkid=246694](http://go.microsoft.com/fwlink/?linkid=246694) (Windows Store Terms of Use)
- [go.microsoft.com/fwlink/?linkid=246338](http://go.microsoft.com/fwlink/?linkid=246338) (Microsoft Services Agreement)
- [xbox.com/legal/livetou](http://xbox.com/legal/livetou) (XBox Live Terms of Use)
- [go.microsoft.com/fwlink/?linkid=66406](http://go.microsoft.com/fwlink/?linkid=66406) (.NET Framework Terms)
- [go.microsoft.com/fwlink/?linkid=248532](http://go.microsoft.com/fwlink/?linkid=248532) (Adobe Flash Player License Terms)