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CA Application Delivery Analysis

版本 10.1



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第1章: 欢迎阅读

欢迎使用 CA Application Delivery Analysis 版本 10.1。在您安装或升级 CA Application Delivery Analysis 软件之前请阅读此文档。

此版本中的新增功能

CA Application Delivery Analysis 提供了新的和改进的监视支持:

"捕获所有"专用网络的默认输入。

此功能可减少为开始接收数据所需的手动配置量。只需添加新的监视 器,并添加服务器或服务器子网, CA ADA 便将开始接收数据。

现在,网络列表中已包含以下条目:

■ 所有其他 0.0.0.0/0

■ 所有其他 10 网络 10.0.0.0/8

■ 所有其他 172.16 网络 172.16.0.0/12

■ 所有其他 192.168 网络 192.168.0.0/16

无线和 VPN 网络的新网络类型

完成默认安装之后,网络已预填充 RFC 地址空间。较慢的无线和 VPN 网络类型的阈值减至默认阈值的 1/2 以降低敏感性。

该版本中已修正的问题:

■ 已修正在关闭突发事件后 CA ADA 未发出 SNMP 陷阱清除的问题。

安装

此版本的 CA Application Delivery Analysis 是以下组件的数据源:

- CA NetQoS Performance Center 6.1
- CA Performance Center 2.3 和 2.4

在 Microsoft Windows Server 2008 R2 Standard Edition 上执行 CA Application Delivery Analysis 的全新安装。在第一次安装 CA Application Delivery Analysis 时,您可以选择安装:

- 专用物理设备
- 虚拟机

升级

CA Application Delivery Analysis 版本 10.1 是以下组件的数据源:

- CA NetQoS Performance Center 6.1
- CA Performance Center 2.3 和 2.4

将 CA Application Delivery Analysis 从版本 9.2 或 9.3 升级到 10.1。如有必要,请将产品升级到版本 9.2,以便升级到版本 10.1。

重要说明! Standard Monitor 和 ADA Manager 必须都升级到版本 10.1,才能正常运行。当 ADA Manager 和 Standard Monitor 的版本不同时,则通过监视设备收集的数据不可用于报告。

建议按以下顺序升级您的环境:

- 1. 先升级 Multi-Port Monitor 设备,再升级 CA Application Delivery Analysis。Multi-Port Monitor 与 CA ADA 版本 9.3、10.0 和 10.1 兼容。
 - **重要说明!** CA ADA 版本 10.0 和 10.1 与 Multi-Port Monitor 版本 9.2 不兼容。如果将 CA ADA Manager 升级到版本 10.0 或 10.1,您需要将 Multi-Port Monitor 版本 9.2 升级到版本 10.0 或 10.1,才能恢复数据收集。
- 2. 升级 Standard Monitors(如果已安装)。
- 3. 升级 ADA Manager.
- 4. 作为升级过程的一部分,您还应计划将以下产品(如果已安装)升级 到下面列出的支持版本:
 - CA Application Delivery Analysis Multi-Port Monitor 版本 10.1
 - 装有以下产品的 CA GigaStor 设备:
 - CA Observer 版本 16
 - CA GigaStor Connector 版本 10.0

有关升级的完整信息,请从 CA Support 下载 《升级指南》。

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ActiveState ActivePerl

This product includes ActiveState ActivePerl 5.6.1.

Adobe Flex SDK

ADOBE FLEX SDK 3.2

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â?¢ anything related to the software, services, content (including code) on third party Internet sites,

or third party programs; and

â?¢ 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.

If you acquired a retail version of the software then the license terms described below apply

to you.

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

you acquire.

- 1. OVERVIEW.
- a. Software. The software includes

â?¢ server software; and

 $\hat{\mathsf{a}}$?¢ additional software that may only be used with the server software directly, or indirectly

through other additional software.

b. License Model. The software is licensed based on

a?¢ the number of instances of server software that you run;

â?¢ the number of devices and users that access instances of server software; and

â?¢ the server software functionality accessed.

c. Licensing Terminology.

â?¢ Instance. You create an â??instanceâ?� of software by executing the softwareâ??s setup or install

procedure. You also create an instance of software by duplicating an existing instance.

References to software in this agreement include a??instancesa? • of the software.

â?¢ Run an Instance. You â??run an instanceâ?� of software by loading it into memory and

executing one or more of its instructions. Once running, an instance is considered to be

running (whether or not its instructions continue to execute) until it is removed from

memory.

â?¢ Operating System Environment. An â??operating system environmentâ?� is

(i) all or part of an operating system instance, or all or part of a virtual (or otherwise

emulated) operating system instance which enables separate machine identity (primary

computer name or similar unique identifier) or separate administrative rights, and

(ii) instances of applications, if any, configured to run on the operating system instance or

parts identified above.

There are two types of operating system environments, physical and virtual. A physical

operating system environment is configured to run directly on a physical hardware system.

The operating system instance used to run hardware virtualization software (e.g. Microsoft

Virtual Server or similar technologies) or to provide hardware virtualization services (e.g.

Microsoft virtualization technology or similar technologies) is considered part of the physical

operating system environment. A virtual operating system environment is configured to run Pg. 3

on a virtual (or otherwise emulated) hardware system.

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

- (i) one physical operating system environment, and
- (ii) one or more virtual operating system environments.

â?¢ Server. A server is a physical hardware system or device capable of running server software.

A hardware partition or blade is considered to be a separate physical hardware system.

â?¢ Assigning a License. To assign a license means simply to designate that license to one

device or user.

- 2. USE RIGHTS.
- a. Assigning the License to the Server.
- i. Before you run any instance of the server software under a software license, you must assign

that license to one of your servers. That server is the licensed server for that particular

license. You may assign other software licenses to the same server, but you may not assign

the same license to more than one server.

ii. You may reassign a software license, but not within 90 days of the last assignment. You may

reassign a software license sooner if you retire the licensed server due to permanent

hardware failure. If you reassign a license, the server to which you reassign the license

becomes the new licensed server for that license.

b. Running Instances of the Server Software. You may run, at any one time, one instance of

the server software in one physical operating system environment and one instance in one virtual

operating system environment on the licensed server.

If you run both permitted instances at the same time, the instance of the server software running

in the physical operating system environment may be used only to:

â?¢ run hardware virtualization software

â?¢ provide hardware virtualization services

â?¢ run software to manage and service operating system environments on the licensed server.

c. Running Instances of the Additional Software. You may run or otherwise use any number

of instances of additional software listed below in physical or virtual operating system

environments on any number of devices. You may use additional software only with the server

software directly, or indirectly through other additional software.

â?¢ AD Migration Tool

â?¢ FRS Monitoring Tools

â?¢ Remote Desktop Connection Client

â?¢ RSAT Client

â?¢ Server Migration Tool

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

additional rights below for each software license you acquire.

â?¢ You may create any number of instances of the server software and additional software.

â?¢ You may store instances of the server software and additional software on any of your

servers or storage media.

â?¢ You may create and store instances of the server software and additional software solely to

exercise your right to run instances of the server software under any of your software

licenses as described above (e.g., you may not distribute instances to third parties).

e. Included Microsoft Programs. The software contains other Microsoft programs. These license

terms apply to your use of those programs.

- 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
- a. Windows Server 2003 Client Access Licenses (CALs).
- i. You must acquire and assign the appropriate CAL to each device or user that accesses your

instances of the server software directly or indirectly. A hardware partition or blade is

considered to be a separate device.

â?¢ You do not need CALs for any user or device that accesses your instances of the server Pg. 4

software only through the Internet without being authenticated or otherwise individually

identified by the server software or through any other means.

â?¢ You do not need CALs for any of your servers licensed to run instances of the server

software.

â?¢ You do not need CALs for up to two devices or users to access your instances of the

server software only to administer those instances.

â?¢ You do not need CALs for any instance running in a physical operating system

environment used solely to

â?¢ run hardware virtualization software

â?¢ provide hardware virtualization services

â?¢ run software to manage and service operating system environments on the licensed

server.

â?¢ Your CALs permit access to your instances of earlier versions, but not later versions, of

the server software. If you are accessing instances of an earlier version, you may also

use CALs corresponding to that version.

â?¢ You may use the Windows Small Business Server (SBS) 2003 CAL Suite or Windows SBS

2003 CAL Suite for Premium Users or Devices instead of Windows Server 2003 CALs to

access instances of the server software within an SBS 2003 domain.

â?¢ You may use the Windows Essential Business Server (EBS) 2003 CAL Suite or Windows

EBS 2003 CAL Suite for Premium Users or Devices instead of Windows Server 2003 CALs

to access instances of the server software within an EBS 2003 domain.

ii. Some server software functionality requires additional CALs, as listed below.

â?¢ Windows Server 2003 Remote Desktop Services: Windows Server 2003 Remote Desktop

Services CAL or Terminal Services CAL

â?¢ Windows Server 2003 Rights Management Services: Windows Server 2003 Rights

Management Services CAL

iii. Types of CALs. There are two types of CALs: one for devices and one for users. Each device

CAL permits one device, used by any user, to access instances of the server software on your

licensed servers. Each user CAL permits one user, using any device, to access instances of

the server software on your licensed servers. You may use a combination of device and user

CALs.

iv. Reassignment of CALs. You may

â?¢ permanently reassign your device CAL from one device to another, or your user CAL from

one user to another; or

â?¢ temporarily reassign your device CAL to a loaner device while the first device is out of

service, or your user CAL to a temporary worker while the user is absent.

v. Windows Server 2003 Remote Desktop Services. You must acquire a Windows Server

2003 Remote Desktop Services CAL or Windows Server 2003 Terminal Services CAL for each

user or device that directly or indirectly accesses the server software to host a graphical user

interface (using the Windows Server 2003 Remote Desktop Services functionality or other

technology).

vi. Windows Server 2003 Rights Management Services CALs. In addition to needing a

Windows Server 2003 CAL, you need a Windows Server 2003 Rights Management Services

CAL for each user or device that directly or indirectly accesses the Windows Server 2003

Rights Management Services functionality.

vii. The server software can be used in either â??per device or per userâ? • mode or â??per serverâ? •

mode. In â??per device or per userâ?� mode, you need a Windows Server 2003 CAL for each

device or user that directly or indirectly accesses instances of the server software on your

licensed servers. In a??per servera? • mode, you need and must dedicate exclusively to an

instance of the server software as many Windows Server 2003 CALs as the greatest number

of devices and users that may directly or indirectly access that instance at the same time. Pg. 5

You may change the mode only one time, from â??per serverâ?� to â??per device or per user.â?� If

you do, you will retain the same number Windows Server 2003 CALS.

b. Multiplexing. Hardware or software you use to

â?¢ pool connections,

â?¢ reroute information,

â?¢ reduce the number of devices or users that directly access or use the software,

â?¢ reduce the number of devices or users the software directly manages,

(sometimes referred to as â??multiplexingâ?� or â??poolingâ?�), does not reduce the number of licenses of

any type that you need.

c. Font Components. While the software is running, you may use its fonts to display and print

content. You may only

â?¢ embed fonts in content as permitted by the embedding restrictions in the fonts; and

â?¢ temporarily download them to a printer or other output device to print content.

d. 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.

e. No Separation of Server Software. You may not separate the server software for use in more

than one operating system environment under a single license, unless expressly permitted. This

applies even if the operating system environments are on the same physical hardware system.

f. Additional Functionality. Microsoft may provide additional functionality for the software. Other

license terms and fees may apply.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device.

During activation, the software will send information about the software and the device to Microsoft.

This information includes the version, language and product key of the software, the Internet

protocol address of the device, and information derived from the hardware configuration of the

device. For more information, see www.microsoft.com/piracy/mpa.aspx. 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 device is connected to the Internet, the software may

automatically connect to Microsoft for activation. You can also activate the software manually by

Internet or telephone. If you do so, Internet and telephone service charges may apply. Some

changes to your computer components or the software may require you to reactivate the software.

The software will remind you to activate it until you do.

5. VALIDATION.

a. The software will from time to time validate the software, update or require download of the

validation feature of the software. Validation verifies that the software has been activated and is

properly licensed. Validation also permits you to use certain features of the software or to obtain

additional benefits. For more information, see go.microsoft.com/fwlink/?linkid=39157.

b. During a validation check, the software will send information about the software and the device

to Microsoft. This information includes the version and product key of the software, and the

Internet protocol address of the device. Microsoft does not use the information to identify or

contact you. By using the software, you consent to the transmission of this information. For more

information about validation and what is sent during a validation check, see

go.microsoft.com/fwlink/?linkid=69500.

c. If, after a validation check, the software is found not to be properly licensed, the functionality of Pg. 6

the software may be affected. For example, you may

â?¢ need to reactivate the software, or

â?¢ receive reminders to obtain a properly licensed copy of the software,

or you may not be able to

â?¢ use or continue to use some of the features of the software, or

â?¢ 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=69502.

6. POTENTIALLY UNWANTED SOFTWARE. If turned on, Windows Defender will search your

computer for â??spyware,â? � â??adwareâ? � 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 a??higha? or a??severe,a? will automatically be removed after

scanning unless you change the default setting. Removing or disabling potentially unwanted software

may result in

â?¢ other software on your computer ceasing to work, or

â?¢ 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 Server Privacy Highlights connect to Microsoft or service provider computer systems

over the Internet. In some cases, you will not receive a separate notice when they connect. You

may switch off these features or not use them. For more information about these features, go to

go.microsoft.com/fwlink/?linkid=101128. 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 run the software. Microsoft uses this information to make

the Internet-based services available to you.

â?¢ 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.

â?¢ Windows Update Feature. You may connect new hardware to the device where you run the

software. Your device may not have the drivers needed to communicate with that hardware.

If so, the update feature of the software can obtain the correct driver from Microsoft and run

it on your device. You can switch off this update feature.

â?¢ Web Content Features. Features in the software can retrieve related content from Microsoft

and provide it to you. To provide the content, these features send to Microsoft the type of

operating system, name and version of the software you are using, type of browser and

language code of the device where you run the software. Examples of these features are clip

art, templates, online training, online assistance and Appshelp. You may choose not to use

these web content features. Pg. 7

 \hat{a} ?¢ 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. These security

features operate only when you use the Internet.

â?¢ Auto Root Update. The Auto Root Update feature updates the list of trusted certificate

authorities. You can switch off the Auto Root Update feature.

â?¢ 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 softwareâ??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.

â?¢ Windows Media Player. When you use Windows Media Player, it checks with Microsoft for

â?¢ compatible online music services in your region;

â?¢ new versions of the player; and

â?¢ 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

www.microsoft.com/windows/windowsmedia/player/11/privacy.aspx.

â?¢ Malicious Software Removal. During setup, if you select â??Get important updates for

installationâ? ••, the software may check and remove certain malware from your device.

â??Malwareâ?� is malicious software. If the software runs, it will remove the Malware listed and

updated at 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 device. 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 softwarea??s reporting functionality by following

the instructions found at 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.

â?¢ 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.

â?¢ Windows Time Service. This service synchronizes with time windows.com once a week to

provide your computer with the correct time. You can turn this feature off or choose your

preferred time source within the Date and Time Control Panel applet. The connection uses

standard NTP protocol.

â?¢ IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps

existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet

protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications.

To do so, each time you start up the software the Teredo client service will attempt to locate

a public Teredo Internet service. It does so by sending a query over the Internet. This query

only transfers standard Domain Name Service information to determine if your computer is

connected to the Internet and can locate a public Teredo service. If you Pg. 8

â?¢ use an application that needs IPv6 connectivity or

â?¢ 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 â??netshâ? ••.

 $\hat{\mathsf{a}}$?¢ Windows Rights Management Services. The software contains a feature that allows you to

create content that cannot be printed, copied or sent to others without your permission. For

more information, go to www.microsoft.com/rms. You may choose not to use this feature.

â?¢ Accelerators. When you use click on or move your mouse over an Accelerator, the title and

full web address or URL of the current webpage, as well as standard computer information,

and any content you have selected, might be sent to the service provider. If you use an

Accelerator provided by Microsoft, the information sent is subject to the Microsoft Online

Privacy Statement, which is available at 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

partyâ??s privacy practices.

â?¢ Search Suggestions Service. When you type a search query in Internet Explorer by using the

Instant Search box or by typing 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 it. In addition, when you press Enter or click the Search button, all the text that is in the search box or Address bar is sent to the search provider. If you use a Microsoft search provider, the information you send is subject to the Microsoft Online Privacy Statement, which is available at 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 partyâ??s privacy practices. You can turn search suggestions off at any time in Internet Explorer by using Manage Add-ons under the Tools button. For more information about the search suggestions service, see

go.microsoft.com/fwlink/?linkid=128106.

- b. Use of Information. Microsoft may use the computer information, Accelerator information, search suggestions information, 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 elseâ??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. DATA STORAGE TECHNOLOGY. The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

- 9. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework (â??.NET Componentsâ?�). 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. 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.
- 10. 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 Pg. 9

only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not

â?¢ work around any technical limitations in the software;

â?¢ reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

â?¢ use the softwareâ??s files and components within another operating system or application running on another operating system;

â?¢ make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

â?¢ publish the software for others to copy;

â?¢ rent, lease or lend the software; or

â?¢ use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents

or other Microsoft intellectual property in software or devices that access that device.

11. ALTERNATIVE VERSIONS. The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

- 12. BACKUP COPY. You may make one backup copy of the software media. You may use it only to create instances of the software.
- 13. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 14. NOT FOR RESALE SOFTWARE. You may not sell software marked as â??NFRâ? ❖ or â??Not for Resale.â? ❖
- 15. ACADEMIC EDITION SOFTWARE. You must be a â??Qualified Educational Userâ?� to use software marked as â??Academic Editionâ?� or â??AE.â?� If you do not know whether you are a Qualified Educational

User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

- 16. DOWNGRADE. Instead of creating, storing, and using the software, for each permitted instance you may create, store, and use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.
- 17. UPGRADE. If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may not continue to use the earlier version after you upgrade.
- 18. GENUINE PROOF OF LICENSE. If you acquired the software on a disc or other media, your proof of license is the genuine Microsoft product key that comes with the original Microsoft packaging, and your proof of purchase. Proof of purchase may be subject to verification by your merchantâ??s records.
- 19. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it, this agreement, and CALs, directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
- 20. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD. This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG

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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; www.mpegla.com.

21. 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 (â??VC-1 VIDEOâ?�) 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.

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Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.

22. 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.

23. SUPPORT SERVICES. Microsoft provides support services for the software as described at

www.support.microsoft.com/common/international.aspx.

24. ENTIRE AGREEMENT. This agreement (including the warranty below), 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.

25. 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.
- 26. 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.
- 27. 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

â?¢ anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

â?¢ claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law. Pg. 11

It also applies even if

â?¢ repair, replacement or a refund for the software does not fully compensate you for any losses; or

â?¢ Microsoft knew or should have known about the possibility of the damages.

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

LIMITED WARRANTY

A. LIMITED WARRANTY. If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.

The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient. To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

- C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoftâ??s reasonable control.
- D. REMEDY FOR BREACH OF WARRANTY. Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.
- E. CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. WARRANTY PROCEDURES. You need proof of purchase for warranty service.
- 1. United States and Canada. For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

â?¢ (800) MICROSOFT;

â?¢ Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or

â?¢ visit www.microsoft.com/info/nareturns.htm.

2. Europe, Middle East and Africa. If you acquired the software in Europe, the Middle East or

Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

â?¢ Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B,

Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or

â?¢ the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

- 3. Outside United States, Canada, Europe, Middle East and Africa. If you acquired the software outside the United States, Canada, Europe, the Middle East and Africa, contact the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).
- G. NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or Pg. 12

conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The

Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

Microsoft Windows 2008 R2

This Product is distributed with Windows Server 2008 ("Microsoft Product")

The following additional terms and conditions apply to your use of the Microsoft Product

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2008 R2 STANDARD

EDITION, ENTERPRISE EDITION, STANDARD x64

EDITION, ENTERPRISE x64 EDITION WITH 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

â?¢ updates,

â?¢ supplements,

â?¢ Internet-based services, and

â?¢ 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. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoftâ??s refund policies. See www.microsoft.com/worldwide. In the United States and Canada, call (800)

MICROSOFT or see www.microsoft.com/info/nareturns.htm.

As described below, using some features also operates as your consent to the transmission

of certain standard computer information for Internet-based services.

EVALUATION USE RIGHTS. If you acquired an evaluation version of the software then the

EVALUATION USE RIGHTS described in this section apply to your use of the software:

â?¢ You may use the software only to test, demonstrate, and internally evaluate it.

â?¢ You may not use the software in a live operating environment unless Microsoft permits you to do so

under another agreement.

â?¢ TIME SENSITIVE SOFTWARE. The software will stop running 180 days from the date that it is

activated. You may not be able to access data used with the software when it stops running.

â?¢ Sections 1-3, 5, 6, 11 â?? 19, 23, 27, and Limited Warranty do not apply. The remaining

sections below apply.

â?¢ DISCLAIMER OF WARRANTY. The software is licensed â??as-is.â?� You bear the risk of using it. Pg. 2

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.

â?¢ Because this software is â??as is,â?� we may not provide support services for it.

â?¢ 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

â?¢ anything related to the software, services, content (including code) on third party Internet sites,

or third party programs; and

â?¢ 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.

If you acquired a retail version of the software then the license terms described below apply

to you.

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

you acquire.

- 1. OVERVIEW.
- a. Software. The software includes

â?¢ server software; and

a?¢ additional software that may only be used with the server software directly, or indirectly

through other additional software.

b. License Model. The software is licensed based on

a?¢ the number of instances of server software that you run;

â?¢ the number of devices and users that access instances of server software; and

â?¢ the server software functionality accessed.

c. Licensing Terminology.

â?¢ Instance. You create an â??instanceâ?� of software by executing the softwareâ??s setup or install

procedure. You also create an instance of software by duplicating an existing instance.

References to software in this agreement include a??instancesa? • of the software.

â?¢ Run an Instance. You â??run an instanceâ?� of software by loading it into memory and

executing one or more of its instructions. Once running, an instance is considered to be

running (whether or not its instructions continue to execute) until it is removed from

memory.

â?¢ Operating System Environment. An â??operating system environmentâ?� is

(i) all or part of an operating system instance, or all or part of a virtual (or otherwise

emulated) operating system instance which enables separate machine identity (primary

computer name or similar unique identifier) or separate administrative rights, and

(ii) instances of applications, if any, configured to run on the operating system instance or

parts identified above.

There are two types of operating system environments, physical and virtual. A physical

operating system environment is configured to run directly on a physical hardware system.

The operating system instance used to run hardware virtualization software (e.g. Microsoft

Virtual Server or similar technologies) or to provide hardware virtualization services (e.g.

Microsoft virtualization technology or similar technologies) is considered part of the physical

operating system environment. A virtual operating system environment is configured to run Pg. 3

on a virtual (or otherwise emulated) hardware system.

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

- (i) one physical operating system environment, and
- (ii) one or more virtual operating system environments.

â?¢ Server. A server is a physical hardware system or device capable of running server software.

A hardware partition or blade is considered to be a separate physical hardware system.

â?¢ Assigning a License. To assign a license means simply to designate that license to one

device or user.

- 2. USE RIGHTS.
- a. Assigning the License to the Server.
- i. Before you run any instance of the server software under a software license, you must assign

that license to one of your servers. That server is the licensed server for that particular

license. You may assign other software licenses to the same server, but you may not assign

the same license to more than one server.

ii. You may reassign a software license, but not within 90 days of the last assignment. You may

reassign a software license sooner if you retire the licensed server due to permanent

hardware failure. If you reassign a license, the server to which you reassign the license

becomes the new licensed server for that license.

b. Running Instances of the Server Software. You may run, at any one time, one instance of

the server software in one physical operating system environment and one instance in one virtual

operating system environment on the licensed server.

If you run both permitted instances at the same time, the instance of the server software running

in the physical operating system environment may be used only to:

â?¢ run hardware virtualization software

â?¢ provide hardware virtualization services

â?¢ run software to manage and service operating system environments on the licensed server.

c. Running Instances of the Additional Software. You may run or otherwise use any number

of instances of additional software listed below in physical or virtual operating system

environments on any number of devices. You may use additional software only with the server

software directly, or indirectly through other additional software.

â?¢ AD Migration Tool

â?¢ FRS Monitoring Tools

â?¢ Remote Desktop Connection Client

â?¢ RSAT Client

â?¢ Server Migration Tool

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

additional rights below for each software license you acquire.

â?¢ You may create any number of instances of the server software and additional software.

â?¢ You may store instances of the server software and additional software on any of your

servers or storage media.

â?¢ You may create and store instances of the server software and additional software solely to

exercise your right to run instances of the server software under any of your software

licenses as described above (e.g., you may not distribute instances to third parties).

e. Included Microsoft Programs. The software contains other Microsoft programs. These license

terms apply to your use of those programs.

- 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
- a. Windows Server 2008 Client Access Licenses (CALs).
- i. You must acquire and assign the appropriate CAL to each device or user that accesses your

instances of the server software directly or indirectly. A hardware partition or blade is

considered to be a separate device.

â?¢ You do not need CALs for any user or device that accesses your instances of the server Pg. 4

software only through the Internet without being authenticated or otherwise individually

identified by the server software or through any other means.

â?¢ You do not need CALs for any of your servers licensed to run instances of the server

software.

â?¢ You do not need CALs for up to two devices or users to access your instances of the

server software only to administer those instances.

â?¢ You do not need CALs for any instance running in a physical operating system

environment used solely to

â?¢ run hardware virtualization software

â?¢ provide hardware virtualization services

â?¢ run software to manage and service operating system environments on the licensed

server.

and a refer to a refer

the server software. If you are accessing instances of an earlier version, you may also

use CALs corresponding to that version.

â?¢ You may use the Windows Small Business Server (SBS) 2008 CAL Suite or Windows SBS

2008 CAL Suite for Premium Users or Devices instead of Windows Server 2008 CALs to

access instances of the server software within an SBS 2008 domain.

â?¢ You may use the Windows Essential Business Server (EBS) 2008 CAL Suite or Windows

EBS 2008 CAL Suite for Premium Users or Devices instead of Windows Server 2008 CALs

to access instances of the server software within an EBS 2008 domain.

ii. Some server software functionality requires additional CALs, as listed below.

â?¢ Windows Server 2008 Remote Desktop Services: Windows Server 2008 Remote Desktop

Services CAL or Terminal Services CAL

â?¢ Windows Server 2008 Rights Management Services: Windows Server 2008 Rights

Management Services CAL

iii. Types of CALs. There are two types of CALs: one for devices and one for users. Each device

CAL permits one device, used by any user, to access instances of the server software on your

licensed servers. Each user CAL permits one user, using any device, to access instances of

the server software on your licensed servers. You may use a combination of device and user

CALs.

iv. Reassignment of CALs. You may

â?¢ permanently reassign your device CAL from one device to another, or your user CAL from

one user to another; or

â?¢ temporarily reassign your device CAL to a loaner device while the first device is out of

service, or your user CAL to a temporary worker while the user is absent.

v. Windows Server 2008 Remote Desktop Services. You must acquire a Windows Server

2008 Remote Desktop Services CAL or Windows Server 2008 Terminal Services CAL for each

user or device that directly or indirectly accesses the server software to host a graphical user

interface (using the Windows Server 2008 Remote Desktop Services functionality or other

technology).

vi. Windows Server 2008 Rights Management Services CALs. In addition to needing a

Windows Server 2008 CAL, you need a Windows Server 2008 Rights Management Services

CAL for each user or device that directly or indirectly accesses the Windows Server 2008

Rights Management Services functionality.

vii. The server software can be used in either â??per device or per userâ? • mode or â??per serverâ? •

mode. In â??per device or per userâ? • mode, you need a Windows Server 2008 CAL for each

device or user that directly or indirectly accesses instances of the server software on your

licensed servers. In a??per servera? • mode, you need and must dedicate exclusively to an

instance of the server software as many Windows Server 2008 CALs as the greatest number

of devices and users that may directly or indirectly access that instance at the same time. Pg. 5

You may change the mode only one time, from â??per serverâ?� to â??per device or per user.â?� If

you do, you will retain the same number Windows Server 2008 CALS.

b. Multiplexing. Hardware or software you use to

â?¢ pool connections,

â?¢ reroute information,

â?¢ reduce the number of devices or users that directly access or use the software,

â?¢ reduce the number of devices or users the software directly manages,

(sometimes referred to as â??multiplexingâ?� or â??poolingâ?�), does not reduce the number of licenses of

any type that you need.

c. Font Components. While the software is running, you may use its fonts to display and print

content. You may only

â?¢ embed fonts in content as permitted by the embedding restrictions in the fonts; and

â?¢ temporarily download them to a printer or other output device to print content.

d. 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.

e. No Separation of Server Software. You may not separate the server software for use in more

than one operating system environment under a single license, unless expressly permitted. This

applies even if the operating system environments are on the same physical hardware system.

f. Additional Functionality. Microsoft may provide additional functionality for the software. Other

license terms and fees may apply.

4. MANDATORY ACTIVATION. Activation associates the use of the software with a specific device.

During activation, the software will send information about the software and the device to Microsoft.

This information includes the version, language and product key of the software, the Internet

protocol address of the device, and information derived from the hardware configuration of the

device. For more information, see www.microsoft.com/piracy/mpa.aspx. 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 device is connected to the Internet, the software may

automatically connect to Microsoft for activation. You can also activate the software manually by

Internet or telephone. If you do so, Internet and telephone service charges may apply. Some

changes to your computer components or the software may require you to reactivate the software.

The software will remind you to activate it until you do.

5. VALIDATION.

a. The software will from time to time validate the software, update or require download of the

validation feature of the software. Validation verifies that the software has been activated and is

properly licensed. Validation also permits you to use certain features of the software or to obtain

additional benefits. For more information, see go.microsoft.com/fwlink/?linkid=39157.

b. During a validation check, the software will send information about the software and the device

to Microsoft. This information includes the version and product key of the software, and the

Internet protocol address of the device. Microsoft does not use the information to identify or

contact you. By using the software, you consent to the transmission of this information. For more

information about validation and what is sent during a validation check, see $% \left(1\right) =\left(1\right) \left(1$

go.microsoft.com/fwlink/?linkid=69500.

c. If, after a validation check, the software is found not to be properly licensed, the functionality of Pg. 6

the software may be affected. For example, you may

â?¢ need to reactivate the software, or

â?¢ receive reminders to obtain a properly licensed copy of the software,

or you may not be able to

â?¢ use or continue to use some of the features of the software, or

â?¢ 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=69502.

6. POTENTIALLY UNWANTED SOFTWARE. If turned on, Windows Defender will search your

computer for â??spyware,â? � â??adwareâ? � 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

scanning unless you change the default setting. Removing or disabling potentially unwanted software

may result in

â?¢ other software on your computer ceasing to work, or

â?¢ 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 Server Privacy Highlights connect to Microsoft or service provider computer systems

over the Internet. In some cases, you will not receive a separate notice when they connect. You

may switch off these features or not use them. For more information about these features, go to

go.microsoft.com/fwlink/?linkid=101128. 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 run the software. Microsoft uses this information to make

the Internet-based services available to you.

â?¢ 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.

â?¢ Windows Update Feature. You may connect new hardware to the device where you run the

software. Your device may not have the drivers needed to communicate with that hardware.

If so, the update feature of the software can obtain the correct driver from Microsoft and run

it on your device. You can switch off this update feature.

â?¢ Web Content Features. Features in the software can retrieve related content from Microsoft

and provide it to you. To provide the content, these features send to Microsoft the type of

operating system, name and version of the software you are using, type of browser and

language code of the device where you run the software. Examples of these features are clip

art, templates, online training, online assistance and Appshelp. You may choose not to use

these web content features. Pg. 7

 \hat{a} ?¢ 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. These security

features operate only when you use the Internet.

â?¢ Auto Root Update. The Auto Root Update feature updates the list of trusted certificate

authorities. You can switch off the Auto Root Update feature.

â?¢ 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 softwareâ??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.

â?¢ Windows Media Player. When you use Windows Media Player, it checks with Microsoft for

â?¢ compatible online music services in your region;

a?¢ new versions of the player; and

â?¢ 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

www.microsoft.com/windows/windowsmedia/player/11/privacy.aspx.

â?¢ Malicious Software Removal. During setup, if you select â??Get important updates for

installationâ? ••, the software may check and remove certain malware from your device.

â??Malwareâ?� is malicious software. If the software runs, it will remove the Malware listed and

updated at 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 device. 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 softwarea??s reporting functionality by following

the instructions found at 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.

â?¢ 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.

â?¢ Windows Time Service. This service synchronizes with time windows.com once a week to

provide your computer with the correct time. You can turn this feature off or choose your

preferred time source within the Date and Time Control Panel applet. The connection uses

standard NTP protocol.

â?¢ IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps

existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet

protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications.

To do so, each time you start up the software the Teredo client service will attempt to locate

a public Teredo Internet service. It does so by sending a query over the Internet. This query

only transfers standard Domain Name Service information to determine if your computer is

connected to the Internet and can locate a public Teredo service. If you Pg. 8

â?¢ use an application that needs IPv6 connectivity or

â?¢ 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 â??netshâ? ••.

 $\hat{\mathsf{a}}$?¢ Windows Rights Management Services. The software contains a feature that allows you to

create content that cannot be printed, copied or sent to others without your permission. For

more information, go to www.microsoft.com/rms. You may choose not to use this feature.

â?¢ Accelerators. When you use click on or move your mouse over an Accelerator, the title and

full web address or URL of the current webpage, as well as standard computer information,

and any content you have selected, might be sent to the service provider. If you use an

Accelerator provided by Microsoft, the information sent is subject to the Microsoft Online

Privacy Statement, which is available at 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

partyâ??s privacy practices.

â?¢ Search Suggestions Service. When you type a search query in Internet Explorer by using the

Instant Search box or by typing 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 it. In addition, when you press Enter or click the Search button, all the text that is in the search box or Address bar is sent to the search provider. If you use a Microsoft search provider, the information you send is subject to the Microsoft Online Privacy Statement, which is available at 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 partyâ??s privacy practices. You can turn search suggestions off at any time in Internet Explorer by using Manage Add-ons under the Tools button. For more information about the search suggestions service, see

go.microsoft.com/fwlink/?linkid=128106.

- b. Use of Information. Microsoft may use the computer information, Accelerator information, search suggestions information, 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 elseâ??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. DATA STORAGE TECHNOLOGY. The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

- 9. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework (â??.NET Componentsâ?�). 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. 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.
- 10. 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 Pg. 9

only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights. You may not

â?¢ work around any technical limitations in the software;

â?¢ reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation:

â?¢ use the softwareâ??s files and components within another operating system or application running on another operating system;

â?¢ make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

â?¢ publish the software for others to copy;

â?¢ rent, lease or lend the software; or

â?¢ use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents

or other Microsoft intellectual property in software or devices that access that device.

11. ALTERNATIVE VERSIONS. The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

- 12. BACKUP COPY. You may make one backup copy of the software media. You may use it only to create instances of the software.
- 13. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 14. NOT FOR RESALE SOFTWARE. You may not sell software marked as â??NFRâ? ❖ or â??Not for Resale.â? ❖
- 15. ACADEMIC EDITION SOFTWARE. You must be a â??Qualified Educational Userâ?� to use software marked as â??Academic Editionâ?� or â??AE.â?� If you do not know whether you are a Qualified Educational

User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

- 16. DOWNGRADE. Instead of creating, storing, and using the software, for each permitted instance you may create, store, and use an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.
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