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POLYCOM® CAPTURE SERVER

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RealPresence® CAPTURE STATION Appliance

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WINDOWS EMBEDDED STANDARD 7

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You may use terminal services protocols to connect the device to a server running business task or processes software such as email, word processing, scheduling or spreadsheets.

You may allow up to ten other devices to access the software to use

- File Services,
- Print Services,
- Internet Information Services, and

- Internet Connection Sharing and Telephony Services.

The ten connection limit applies to devices that access the software indirectly through “multiplexing” or other software or hardware that pools connections. You may use unlimited inbound connections at any time via TCP/IP.

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 - Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.
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 - 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.
- f. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

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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 and browser, the 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. Polycom has elected to turn on the following features on the device.

- Plug and Play and Plug and Play Extensions. You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device.
- 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 to switch them off or not use them.
- Digital Certificates. The software uses x.509 version 3 digital certificates. These digital certificates confirm the identity of user sending information to each other and allow you to encrypt the information. The software retrieves certificates and updates certificate revocation lists over the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off this feature.
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- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
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 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.You can switch off this feature. For more information, go to: go.microsoft.com/fwlink/?LinkId=51331.
- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at www.support.microsoft.com/?kbid=890830 ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware

detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at www.support.microsoft.com/?kbid=890830.

- Network 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 www.time.windows.com once a week to provide your device with the correct time. The connection uses standard NTP protocol.
- 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. 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.
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- 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 device 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 device where you installed the software.
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- Windows Update Agent. The software on the device includes Windows Update Agent ("WUA"). This feature enables your device to access Windows Updates either directly from MSCORP Windows Update server or from a server installed with the required server component and from the Microsoft Windows Update server. 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. Without limiting any other disclaimer in these license terms or any license terms accompanying a Windows Update, you acknowledge and agree that no warranty is provided by Microsoft Corporation or their affiliates with respect to any Windows Update that you install or attempt to install on your device.
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- 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.
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SuperPreview Online Service. The Expression Web software contains an online service feature that allows you to use certain browsers to preview existing web pages; to view your newly created webpages; or, view webpages on your local intranet. When the SuperPreview client application starts it will always attempt to contact the SuperPreview online service through a process called “Discovery”. If the SuperPreview client is signed up with the online

service, discovery will return both the list of available remote browsers with icons and a list of disabled browser versions that are known to not work with SuperPreview. Discovery will return results depending on the configuration of the SuperPreview client. Once discovery returns information to the SuperPreview client, the user-interface of the SuperPreview client may be updated if changes occurred. A modal dialog will appear, notifying you of what changes took place; whether a browser was added, removed, or updated. For web pages on your local machine, and for sites identified as being part of an intranet, the SuperPreview client creates a zip package of the web page you are attempting to preview, including all assets associated with that page (css, images, js, etc). The SuperPreview client then transmits this package to the online service. The online service then extracts the package to temporary space and previews the page with the remote browsers selected by the SuperPreview client. After previewing is complete the package is deleted from the temporary space. The online service will then return to the SuperPreview client an image render and positioning data as described above.

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MICROSOFT WINDOWS SERVER 2012 STANDARD (Applicable to the Appliance and Virtual Editions only)

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

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services. If you comply with these license terms, you have the rights below for each software license you acquire.

1. OVERVIEW.

a. Software. The software includes server software; and additional software that may only be used with the server software.

b. License Model. The software is licensed based on the number of instances of server software that you run; the number of devices and users that access instances of server software; the server software functionality accessed; and the number of processors in the physical hardware.

c. Licensing Terminology.

Instance. You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.

Run an Instance. You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

Operating System Environment. An “operating system environment” is

- (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance 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. Windows Server Hyper-V technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

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

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

Server. A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

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

Web Workload. A “Web Workload” is a workload where the software is used as a front-end web server for development and deployment of Internet-accessible web pages, web sites, web applications, and web services and POP3 mail serving. Access to content, information, and applications served by the software must not be limited to your employees. Examples of a Web Workload include:

- Running database engine software on an instance of the software solely to support applications running on the same instance of the software.
- Running web server software such as Microsoft Internet Information Services, management or security agents on an instance of the software.
- Running the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses.

Any other usage of the software is not considered to be a Web Workload.

High Performance Computing (“HPC”) Workload is a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement and systems management on a Cluster Node for the purpose of supporting the Clustered HPC Applications.

Clustered HPC Applications. “Clustered HPC Applications” is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC Applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack or similar HPC middleware which distributes these in parallel across one or more computers operating within a HPC cluster.

Cluster Node. A “Cluster Node” is a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.

2. USE RIGHTS.

a. Licensing a Server. The manufacturer or installer has determined a certain number of server software licenses and assigned those licenses to the server with which the software was distributed. Before you run instances of the server software on the server, you must determine the number of software licenses required as described below. You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

b. Determining the Number of Licenses Required. Each license covers up to two physical processors. In order to determine how many licenses you need for each server, you must count the number of physical processors on the server, divide that number by two, and round up to the nearest whole number.

c. Assignment of the Required Number of Licenses to the Server. The software license is permanently assigned to the server with which you acquired the software. That server is the licensed server for such license. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

d. Running Instances of the Server Software.

i. you may run, at any one time:

- one instance of the server software in one physical operating system environment, and
- for each license assigned to the server, up to two instances of the server software in virtual operating system environments (only one instance per virtual operating system environment)

ii. If you run all permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service operating system environments on the licensed server.

iii. If the licensed server is a fault tolerant server, you may exercise your rights described above on each of up to four servers that make up the fault tolerant licensed server. The licensed server is “fault tolerant” if

- it contains redundant or doubly redundant hardware that runs in exact (or near exact) synchronization, and
- it does not use fail-over clustering.

Redundant hardware does not need to be synchronized during server software updates (i.e., hotfixes, security patches, service packs, supplements), as long as the instance receiving the update is running for no other purpose.

e. Server Repartitioning. You may reassign licenses when you:

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

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

f. Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software. For a list of additional software go to <http://go.microsoft.com/fwlink/p/?LinkId=241491>.

g. Creating and Storing Instances on Your Servers or Storage Media. For each software license you acquire you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

h. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Windows Server 2012 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.

- You do not need CALs for any user or device that accesses the Web Workloads.
- You do not need CALs for any user or device that accesses a HPC Workload.
- You do not need CALs for any of your servers licensed to run instances of the server software.
- 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.
- You do not need CALs for any instance running in a physical operating system environment used solely to
 - run hardware virtualization software
 - provide hardware virtualization services
 - run software to manage and service operating system environments on the licensed server.
 - 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.

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

- Windows Server 2012 Remote Desktop Services: Windows Server 2012 Remote Desktop Services CAL
- Windows Server 2012 Active Directory Rights Management Services: Windows Server 2012 Active Directory 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

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- 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 2012 Remote Desktop Services.** In addition to a Windows Server 2012 CAL, you must acquire a Windows Server 2012 Remote Desktop Services CAL for each user or device that (i) directly or indirectly accesses the Remote Desktop Services functionality or (ii) directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology).

vi. **Windows Server 2012 Active Directory Rights Management Services CALs.** In addition to a Windows Server 2012 CAL, you must acquire a Windows Server 2012 Active Directory Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server 2012 Active Directory Rights Management Services functionality.

vii. The server software can be used in either “per device or per user” mode or “per server” mode. In “per device or per user” mode, you need a Windows Server 2012 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2012 CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number of Windows Server 2012 CALs.

b. Multiplexing. Hardware or software you use to

- pool connections,
 - reroute information,
 - reduce the number of devices or users that directly access or use the software,
 - reduce the number of devices or users the software directly manages,
- (sometimes referred to as “multiplexing” or “pooling”), 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

- 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.

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 the software may be affected. For example, you may

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software, or you may not be able to
- use or continue to use some of the features of the software, or
- obtain certain updates or upgrades from Microsoft.

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

6. 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.

- 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.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
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- 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 www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx.
- Malicious Software Removal. During setup, if you select "Get important updates for installation", the software may check and remove certain malware from your device. "Malware" 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 software'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.
- Network Awareness. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
 - use an application that needs IPv6 connectivity or

- configure your firewall to always enable IPv6 connectivity

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

- Windows Server 2012 Active Directory Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. For more information, go to www.microsoft.com/rms. You may choose not to use this feature.

- Accelerators. When you 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 party's privacy practices.

b. Use of Information. Microsoft may use the computer information, Accelerator information, and Malware reports to improve its software and services. Microsoft 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.

7. 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.

8. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework (.NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at 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.

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- publish the software for others to copy;
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- use the software for commercial software hosting services.

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12. NOT FOR RESALE SOFTWARE. You may not sell software marked as "NFR" or "Not for Resale."

13. ACADEMIC EDITION SOFTWARE. You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” 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.

14. DOWNGRADE. Instead of creating, storing, and using the software, for each permitted instance you may create, store, and use an earlier version of the following editions of the software:

- Windows Server Standard
- Windows Server Enterprise
- Windows Web Server
- Windows HPC Server Operating System

This agreement applies to your use of the earlier versions of the editions listed above. For the avoidance of doubt, by electing this downgrade option: (i) you will not have the right to create, store or use a greater number of instances of the software than are permitted under this agreement, and (ii) you will need to acquire licenses for the number of processors in the physical server in accordance with Section 2 of this agreement. If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version of these editions apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply earlier versions or other editions to you. At any time, you may replace an earlier version or edition with this version and edition of the software.

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