

EXHIBIT B

END USER SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS END USER SOFTWARE LICENSE AGREEMENT (“End User Agreement”) CAREFULLY BEFORE USING THE SOFTWARE CONTAINED IN THIS EQUIPMENT.

BY USING THE EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS END USER AGREEMENT, PROMPTLY RETURN AND DO NOT USE THE EQUIPMENT AND THE SOFTWARE.

Single User License. Subject to the terms and conditions of this End User Agreement, PROSTOR Systems, Inc. (“PROSTOR”) and its suppliers grant to you (“END USER”) a non-exclusive, non-transferable license to use the PROSTOR software which provides the basic operating environment for PROSTOR equipment (the “Software”) in object code form only: solely as embedded in PROSTOR equipment.

Limitations. Except as otherwise expressly provided under this End User Agreement, END USER shall have no right, and END USER specifically agrees not to:

- (i) make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same;
- (ii) copy, in whole or in part, decompile, translate, reverse engineer, disassemble or otherwise reduce the Software to human-readable form; or
- (iii) remove the Software from the equipment in which it is embedded.

Upgrades and Additional Copies. For purposes of this End User Agreement, “Software” shall also include (and the terms and conditions of this End User Agreement shall apply to) any upgrades, updates, bug fixes or modified versions (collectively, “Upgrades”) or backup copies of the Software licensed or provided to END USER by PROSTOR or an authorized END USER. Notwithstanding the foregoing, END USER acknowledges and agrees that PROSTOR shall have no obligation to provide any Upgrades under this End User Agreement. If Upgrades are provided, END USER acknowledges and agrees that: (i) END USER has no license or right to use any such additional copies or Upgrades unless END USER, at the time of acquiring such copy or Upgrade, already holds a valid license to the original Software; and (ii) use of the Upgrades is limited to PROSTOR equipment for which END USER is the original End User purchase.

Notices of Proprietary Rights. END USER agrees to maintain and reproduce all trademark, copyright, patent, and notices of other proprietary rights on all copies, in any form, of the Software in the same form and manner that such trademark, copyright, patent, and notices of other rights are included on the Software. Except as expressly authorized in this End User Agreement, END USER shall not make any copies or duplicates of any Software without the prior written permission of PROSTOR.

Proprietary Rights. The Software is and will remain the sole and exclusive property of PROSTOR. PROSTOR’s rights under this Section will include, but not be limited to: (i) all copies of the Software, in whole and in part; and (ii) all Intellectual Property Rights in the Software. For purposes herein, “Intellectual Property Rights” means patent rights (including patent applications and disclosures), copyrights (including, but not limited to, rights in audiovisual works and moral rights), trade secret rights, Moral Rights, rights of priority and any other intellectual property right recognized in any country or jurisdiction in the world. “Moral Rights” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law or any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

Confidential Information. END USER agrees that END USER will not disclose or use any Software or other technical information disclosed to END USER by PROSTOR (“Confidential Information”) except as expressly permitted in this End User Agreement, and that END USER will take all reasonable measures to maintain the confidentiality of all Confidential Information in END USER’s possession or control, which will in no event be less than the measures END USER uses to maintain the confidentiality of END USER’s own information of equal importance. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this End User Agreement; (ii) END USER receives from a third party without restriction on disclosure and

without breach of a nondisclosure obligation; or (iii) END USER develops independently, which END USER can prove with written evidence. END USER acknowledges that the Software is a trade secret of PROSTOR, the disclosure of which would cause substantial harm to PROSTOR that could not be remedied by the payment of damages alone. Accordingly, PROSTOR will be entitled to preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

Limited Warranty. PROSTOR warrants that the Software will substantially conform to its published specifications for a period of ninety (90) days from the receipt of the equipment containing the Software. This limited warranty extends only to END USER as the original licensee. Provided that (a) END USER has notified PROSTOR of substantial non-conformance during the applicable warranty period, and (b) PROSTOR has confirmed such Software to be substantially non-conforming, as END USER's sole and exclusive remedy and PROSTOR's and its suppliers' entire liability under this limited warranty, PROSTOR will, at its option, repair, replace, or refund the Software free of charge. Except as expressly provided in this End User Agreement, the Software is provided "AS IS" without warranty of any kind. PROSTOR does not warrant that the Software is error free or that END USER will be able to operate the Software without problems or interruptions. PROSTOR reserves the right to charge additional fees for repairs or replacements performed outside of the ninety (90) day limited warranty period.

This warranty does not apply if the Software or the PROSTOR Equipment in which the Software is embedded (i) is licensed for beta, evaluation, testing or demonstration purposes for which PROSTOR does not receive a license fee, (ii) has been altered, except by PROSTOR, (iii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by PROSTOR, (iv) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, or (v) is used in ultrahazardous activities.

Disclaimer. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL PROSTOR OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF PROSTOR OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PROSTOR'S OR ITS SUPPLIERS' TOTAL LIABILITY TO END USER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PRICE PAID BY END USER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

END USER ACKNOWLEDGES THAT PRODUCT IS NOT SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN CONNECTION WITH THE DESIGN, CONSTRUCTION, MAINTENANCE, AND/OR OPERATION OF ANY (i) NUCLEAR FACILITY, (ii) AIRCRAFT, AIRCRAFT COMMUNICATION OR AIRCRAFT GROUND SUPPORT SYSTEM, OR (iii) LIFE SUPPORT SYSTEM. PROSTOR SHALL NOT BE LIABLE TO END USER, IN WHOLE OR IN PART, FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM SUCH USE.

Term and Termination. This End User Agreement is effective until terminated. END USER's license rights under this End User Agreement will terminate immediately without notice from PROSTOR if END USER fails to comply with any provision of this End User Agreement. Upon termination, END USER must destroy all copies of Software in its possession or control.

Compliance With Law. Each party agrees to comply with all applicable laws, rules and regulations in connection with its activities under this End User Agreement. Without limiting the foregoing, END USER acknowledges and agrees that the Software, including technical data, is subject to United States export control laws, including the United States Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. END USER agrees to comply strictly with all such regulations and acknowledges that END USER has the responsibility to obtain licenses to export, re-export, or import the Software.

Restricted Rights. The Software shall be classified as "commercial computer software" as defined in the applicable provisions of the Federal Acquisition Regulation (the "FAR") and supplements thereto, including the Department of

Defense (DoD) FAR Supplement (the "DFARS"). The parties acknowledge that the Software was developed entirely at private expense and that no part of the Software was first produced in the performance of a Government contract. If the Software is supplied for use by DoD, the Software is delivered subject to the terms of this End User Agreement and either (i) in accordance with DFARS 227.702-1(a) and 227.7202-3(a), or (ii) with restricted rights in accordance with DFARS 252.227-7013(c)(1)(ii) (OCT 1988), as applicable. If the Software is supplied for use by a Federal agency other than DoD, the Software is restricted computer software delivered subject to the terms of this End User Agreement and (i) FAR 12.212(a); (ii) FAR 52.227-19; or (iii) FAR 52.227-14 (ALT III), as applicable.

General. This End User Agreement will bind and inure to the benefit of each party's successors and assigns, provided that END USER may not assign or transfer this End User Agreement, in whole or in part, without PROSTOR's written consent. This End User Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. No failure of either party to exercise or enforce any of its rights under this End User Agreement will act as a waiver of such rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of this End User Agreement shall remain in full force and effect. This End User Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.

Third Party Software. The Software contains software components licensed to PROSTOR by third parties. The terms of the license agreements for these software components are reproduced in Exhibit B.1.

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EXHIBIT B.1

THIRD PARTY SOFTWARE LICENSE AGREEMENTS

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT® WINDOWS® STORAGE SERVER 2003 R2 (WORKGROUP EDITION, STANDARD EDITION, EXPRESS EDITION)

These license terms are an agreement between you and *PROSTOR*. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not *PROSTOR*, licenses those to you.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact *PROSTOR* 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.

1. USE RIGHTS.

- *Server Software.* Server software provides functions or services on this server. You may access, boot from, display and run the primary operating copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software, or its components, on another server.
- *Device Software.* Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any number of devices.
- *Processor Rights.* You may use the server software with not more than 1 processor at any one time, unless a higher number of allowed processors is indicated on the Certificate of Authenticity for the software.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

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

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

b. Software Use Limits. You are not licensed to use any of the following functions of the server software:

- Any use of the server software as a domain controller or any other use of DCPromo.exe.
- Network Infrastructure Services. You may not use any functions of the server software necessary to support a server network infrastructure. For example, you may not use Routing and Remote Access Service (RRAS) or Windows Internet Name Service (WINS). You may, however, use Dynamic Host Configuration Protocol (DHCP) and Domain Name System (DNS) functions.

- Printing Services. These include print spoolers, drivers, and related files in the server software that enable operation of a printer.
- Terminal Services. This function enables devices to use server software, or other software used with the server software to provide similar services. Terminal Services may be used only to the extent required to manage the server Software in Remote Administration Mode.
- Network Load Balancing Services.
- **Limitation on Functions Supported by the Software.** *PROSTOR* licenses you to use the server software to support only the base functions as provided and installed on this server. You are not licensed to use the server to run or support
 - (i) directory services (such as Microsoft Active Directory, except that the server may be a member of a domain),
 - (ii) enterprise database software (such as Microsoft SQL Server), except non-enterprise engines such as Microsoft SQL Server Desktop Engine and Microsoft SQL Server 2005 Express Edition. The server software also may run or support enterprise database engines (including Microsoft SQL Server) that are integrated in and used only to support the server software as part of the specific use for which *PROSTOR* designed this server,
 - (iii) enterprise resource planning (ERP) software,
 - (iv) messaging or enterprise mail (except POP3 mail),
 - (v) collaboration software,
 - (vi) Microsoft Exchange,
 - (vii) web-based time management applications that address appointment, meeting and other calendar items. and/or
 - (viii) any office automation or personal computing function (such as word processing, spreadsheets, network browsing or personal finance).

This server may be used (a) to store enterprise database software data files (such as Microsoft SQL Server data files), and (b) to support storage and management of data files in connection with team collaboration software (such as Windows SharePoint Services and Microsoft Exchange data files).

- **No CALs Required.** Devices that access or use functions of server software licensed under these license terms do not require a client access license (CAL). Obtaining a CAL for any Microsoft product does not grant you rights to use functions of the server software not licensed under these license terms.
3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. *PROSTOR* and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact *PROSTOR*. Except and only to the extent permitted by applicable law despite these limitations, you may not:
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software;
 - make more copies of the software than specified in this agreement;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine (“MSDE”). Only those software components may use MSDE.
- **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.msp>.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. 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.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software’s ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

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.

- **BENCHMARK TESTING.** The software may contain the Microsoft .NET Framework. You may conduct internal benchmark testing of the .NET Framework component of the software (“.NET Component”). You may disclose the results of any benchmark test of the .NET Component, if you comply with the following terms:

- (1) you must disclose all the information necessary for replication of the tests;
- (2) you must disclose the date(s) when you did the benchmark tests and version information for all Microsoft software products tested;
- (3) your benchmark testing was performed in accordance with the product documentation and/or Microsoft’s support Web sites, and uses the latest updates, patches, and fixes available for the .NET Component and the relevant Microsoft operating system;
- (4) it is sufficient if you make the disclosures at a publicly available location such as a Web site, so long as a public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and
- (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing.

The above terms shall not apply to your disclosure of any customized benchmark test of the .NET Component, if a prospective customer makes such disclosure under confidentiality in conjunction

with a bid request. 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 .NET Component, provided it complies with the same conditions above.

- **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD.** The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

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

- **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE.**

Secondary Boot Copy. If a secondary boot copy of the server software is installed on the Server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.

Recovery Copy. You may use recovery copy solely to repair or reinstall the server software on the Server.

- **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.

4. **PRODUCT SUPPORT.** Contact *PROSTOR* for support options. Refer to the support number provided with the device.
5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
6. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in *PROSTOR*'s software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
7. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
8. **NOT FAULT TOLERANT.** The software is not fault tolerant. *PROSTOR* installed the software on the device and is responsible for how it operates on the device.
9. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
10. **NO WARRANTIES FOR THE SOFTWARE.** The software is provided "as is." You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, *PROSTOR* and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.
11. **LIABILITY LIMITATIONS.** You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

This limitation applies to:

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

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

12. **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.

MICROSOFT® SQL SERVER™ 2005 (CAL VERSIONS)

These license terms are an agreement between you and *PROSTOR*. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not *PROSTOR*, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact *PROSTOR* 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.

1. USE RIGHTS.

- *Server Software.* Server software provides functions or services on this server. You may use, access, boot from, display and run one copy of the server software only on this server. You may reinstall the server software on this server. You may not use the server software or its components on another server.
- *Assignment of the License to this Server.* The license for the server software is permanently assigned to the server with which the server software was distributed. If the server has multiple hardware partition(s) or blade(s), you must permanently assign that license to one of the hardware partition(s) or blade(s). You may assign other software licenses to the same server, but you may not assign the same license to more than one server. Each hardware partition or blade is considered to be a separate server.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

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

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

b. **Client Access Licenses (CALs).**

i. In addition to the server software license, you must acquire the appropriate CAL for each device or each individual person (“User”) that accesses the server software directly or indirectly.

- The edition of the CAL must correspond to the edition of the Licensed Product that the device or User will access. For example, for SQL Server 2005 Enterprise Edition software, you must acquire CALs for SQL Server 2005 Enterprise Edition. You may not use CALs for SQL Server 2005 Standard Edition or SQL Server 2005 Workgroup Edition.
- You do not need a CAL for the server.

ii. *Types of CALs.* There are two types of CALs: device CALs and User CALs. 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 CALs and User CALs.

iii. *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.

c. **Tools.** You may run or otherwise use the additional software listed below (“Tools”) on the server and any number of devices. You may only use the Tools internally with your use of the server software.

- Analysis Services Shared Tools
- Business Intelligence Development Studio
- SQL Server 2005 Books Online
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

d. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

e. **Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software. You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases or tables. You also may not use the software with existing applications, databases or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

3. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. *PROSTOR* and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact *PROSTOR*. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software;
- make more copies of the software than specified in this agreement;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

- **COMPONENT DATA STORAGE.** The software may contain components that use Microsoft SQL Server Desktop Engine (“MSDE”). Only those software components may use MSDE.
- **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.

a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit

<http://www.microsoft.com/windowsxp/downloads/updates/sp2/docs/privacy.mspix>.

By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

b. **Computer Information.** The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- **Digital Certificates.** The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. 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.
- **Windows Media Digital Rights Management.** Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software’s ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires

the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.

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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