

License Agreement (EULA)

MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

DEVELOPER ACADEMIC ALLIANCE (DEVELOPER AA) SUBSCRIPTION

These supplemental license terms apply to the Subscription program named above. Together with the Microsoft Developer Network Subscription License terms ("[MSDN EULA](#)"), these supplemental license terms are the agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you for the software provided under the Developer AA program.

You do not have rights under these supplemental license terms unless you have also accepted the MSDN EULA terms. If there is a conflict, these supplemental license terms apply.

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

1. Definitions

- "you" means EITHER
 - a department of an educational institution offering courses in Science, Technology, Engineering and Math ("STEM"), OR
 - an organization that shares students, faculty, or facilities with such departments or is operated for the purpose of helping such departments train students

that Microsoft accepts into the Developer AA program;

- "students" means persons enrolled in your STEM courses, labs, or programs
- "staff" means persons providing IT support to you or managing your participation in the Developer AA program; and
- "faculty" means persons employed to teach STEM courses to your students, assist with STEM courses, labs or programs for your students, or conduct non-commercial STEM research on your behalf.

2. Developer AA Use Rights

a. **Your rights.** You may:

- have your staff make and install copies of the software on any number of servers, personal computers, and media on your premises for use pursuant to these terms; and
- let your staff, faculty, and students use such copies, and make one additional copy on their own computer or other device, but only (a) to develop, support, conduct, or take

the STEM courses, labs, or programs you offer; (b) in non-commercial STEM research on your behalf; or (c) to design, develop, test, and demonstrate software programs for the above purposes.

b. **Restrictions.** You may not use the software:

- for commercial purposes; or
- to develop and maintain your own administrative or IT systems.

c. **Out of scope.** The components listed on Exhibit 1 are NOT included in the Developer AA program, and you must not use them unless you purchase an appropriate commercial license for them. In addition, Sections 2(a) (General), 3(c)(i) (Desktop Applications), and Section 21 (Transfer to a Third Party) in the MSDN EULA terms are deleted.

3. Additional Developer AA Requirements

a. **Security measures.** If you provide the software on media to your staff, faculty, or students, you must do so only on a temporary or "loaner" basis. You must have all staff, faculty, and students to whom you provide any copies of the software agree that their use of the software is governed by these terms, regardless of any license agreement accompanying the software. You must keep records of the number of downloads of the software from your servers, and records of the staff, faculty, and students to whom you provide media containing the software. You will permit Microsoft to inspect such records upon request. You will use your best efforts to prevent use of the software by anyone other than your staff, faculty, and students or for any purpose not permitted in these terms.

b. **Changes in status.** You will stop providing the software to anyone who ceases being one of your staff, faculty, or students. However, students may continue to use software they received, in accordance with these terms.

c. **Violations.** If Microsoft notifies you or you learn that any staff, faculty, or student has violated these terms, you will stop providing them the software and use your best efforts to have them return or certify their destruction of all copies of the software in their possession.

d. **Copy quality.** You will ensure that each copy your staff makes of the software is a true and complete copy, and includes all copyright, trademark, and other notices.

e. **No commercial use.** If your faculty or students use the software to create software programs, they may only commercially use or offer such software programs upon the purchase of an appropriate commercial license for the software.

f. **Desktop operating systems.** Some components of the software are operating system products. You may permit installation and use of such products on machines that do not have an operating system installed at the time of installation of our products, so long as the machines are owned or leased by you and/or students. You may also install such products in virtual machine environments so long as these virtual machines are (a) used according to these terms, and (b) run on machines owned or leased by you and/or students. All other circumstances require the prior purchase of an appropriate commercial license.

g. **Windows Server 2008 HPC Edition.** In the case of Windows Server 2008 HPC Edition, you are limited to create 16 "instances" of that software as that term is defined and used in the software license terms for Windows Server 2008 HPC Edition.

4. Product keys

Section 5 (Product Keys) in the MSDN EULA is amended to read: "The software requires a key to install or access it. You are responsible for the use of keys assigned to you. You may only disclose keys to your staff, faculty, and students. You will use best efforts to make those persons aware of the restrictions on use of the keys. If Microsoft informs you or you learn that any of your faculty,

students, or staff are improperly using keys, you will notify them that they may not use the software or keys any more, and that they must return or destroy all copies of the software in their possession."

5. End of Developer AA Membership

- a. **Cancellation and non-renewal.** You may cancel your Developer AA membership at any time. Your membership expires if you do not renew it or do not pay the annual fee prior to the expiration of the membership period.
- b. **Termination.** Microsoft may terminate your Developer AA membership if you fail to comply with any of these terms, or to enforce your staff's, faculty's or students' compliance with these terms. In addition, if you no longer qualify for the Developer AA program (by meeting the definition of "you" above), then your membership will automatically terminate.
- c. **Effect.** If your Developer AA membership ends for any reason:
 - these terms will terminate;
 - you may no longer distribute the software to your staff, faculty, and students; however, they may continue to use copies of the software they received from you prior to termination of your Developer AA membership in accordance with these terms (including Section 3.b); and
 - you must destroy all copies of the software in your possession.

For questions on how to qualify for the Microsoft Developer Network Academic Alliance Program, please contact the Microsoft Sales Information Center at One Microsoft Way, Redmond, WA 98052-6399 or the Microsoft subsidiary serving your country.

EXHIBIT 1

The following software is excluded from the Developer AA program and may not be used by you or any of your staff, faculty, or students under these terms:

- **Microsoft Office**