Microsoft® SQL Server™ 2000, Standard Edition, Systems Management Runtime-Restricted Use Software

Licenses: 1

END-USER LICENSE AGREEMENT (Per Processor)

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and the licensor ("Licensor") of the software application or suite of applications with which you acquired the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the Product to Licensor. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND**.

The Product may contain the following software:

"Server Software" provides services or functionality on your server (your computers capable of running the Server Software are "Servers");

"Client Software" allows an electronic device ("Device") to access or utilize the Server Software.

1. **GRANT OF LICENSE**. Licensor grants you the following rights provided you comply with all terms and conditions of this EULA:

    a. *Server Software*. You may install one copy of the Server Software on a single Server. If the Server has more than one processor, you must obtain a separate license for each processor on that Server. You may use the Server Software only with that number of processors for which you are properly licensed, as set forth above. You may install and use additional copies of the Server Software on additional Servers, and/or use the Server Software with additional processors, provided the total number of processors with which the Server Software is used does not exceed the number of "Licenses" specified above. If a number of "Licenses" is not indicated above, then you are licensed to use one copy of the Server Software with one processor. You may use the Management Tools, Books-Online, and Development Tools components of Microsoft SQL Server (collectively "Tools") solely for internal use in conjunction with your Server Software.

    b. *Client Software*. You may install and use the Client Software (SQL Server Personal Edition) on any number of internal Devices so long as it is being used only in conjunction with the Server Software and the integrated software turnkey application or suite of applications delivered by or on behalf of Licensor of the Product (such application or applications referred to as the "Integrated Application") as part of the Integrated Application.

    c. *SQL Server 2000 Device Access*. Any number of Devices may use or access the services of the Server Software in conjunction with the Integrated Application so long as you have acquired a valid license for each processor running such Server Software. This EULA grants you the right to permit Devices to access or use only the services of the Server Software provided with the Integrated Application.

    d. *Reservation of Rights*. Licensor and Microsoft reserve all rights not expressly granted to you in this EULA.

    e. *Benchmark Testing*. You may not disclose the results of any benchmark test of either the Server Software of Client Software to any third party without Microsoft's prior written approval.

    f. *Runtime-Restricted Use Software*. The Product is "Runtime-Restricted Use" software; as such, the Product may only be used to run the Integrated Application. The Integrated Application is designed solely to capture or send information about a device (e.g., operation status of device—on/off). The Product may not be used for any purpose other than as expressly stated above (e.g., monitoring of a device). In particular, the Product may not be used to (i) capture business transaction data from a device (e.g., information regarding goods and/or receivables); (ii) to develop and/or (iii) in conjunction with, new applications, databases or tables other than those contained in the Integrated Application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench which is part of the Integrated Application to configure or extend such Integrated Application. Notwithstanding any provision of this EULA, you may only transfer the "Runtime-Restricted Use" Product as part of the Integrated Application, subject to the terms and conditions specified in Section 6 below.

2. **INSTALLATION OF SERVER SOFTWARE ON PASSIVE FAIL-OVER SERVER**. If the Server Software is used in a clustered environment, you may use the Server Software on a temporary basis on a Server that is employed only for fail-over support (the "Passive Server") so long as the number processors on the Passive Server does not exceed the number of processors on your primary active Server.

3. **NO RENTAL/NO COMMERCIAL HOSTING**. You may not rent, lease, lend, or provide commercial hosting services with the Product.

4. **ADDITIONAL SOFTWARE/COMPONENT LICENSES**. This EULA applies to updates or supplements to the original Product provided by Licensor or Microsoft, unless Licensor or Microsoft provides other terms along with the update or supplement. The Product may contain certain components (each, a "Component") that included a separate end user license agreement (a "Component Agreement"). The terms of any Component Agreement are herein incorporated by reference to this EULA; in the event of any inconsistencies between this EULA and any Component Agreement, the terms of this EULA shall control.

5. **TRANSFER—*Internal***. You may move the Server Software to a different Server.

6. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY**. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

7. **TERMINATION**. Without prejudice to any other rights, Licensor or Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.

8. **CONSENT TO USE OF DATA**. You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Microsoft agrees not to use this information in a form that personally identifies you.

9. **NOT FOR RESALE SOFTWARE.** Product identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test or evaluations.

10. **EXPORT RESTRICTIONS.** You acknowledge that Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://ww.microsoft.com/exporting/>.

11. **U.S. GOVERNMENT LICENSE RIGHTS.** All Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

12. The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. **The Product is licensed, not sold.**

13. **NOT FAULT TOLERANT.** THE PRODUCT IS **NOT** FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE PRODUCT IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE PRODUCT IS SUITABLE FOR SUCH USE.

14. **NO WARRANTIES BY MICROSOFT.** YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE PRODUCT, OR (B) THE SOFWARE APPLICATION OR SUITE OF APPLIATIONS WITH WHICH YOU ACQUIRED THE PRODUCT, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

15. **NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE PRODUCT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00)

16. YOU ACCEPT THAT THIS EULA IS DRAFTED IN THE ENGLISH LANGUAGE. SHOULD YOU NEED A TRANSLATION, PLEASE WRITE TO:

SCHNEIDER ELECTRIC NORTH AMERICA
1415 SOUTH ROSELLE ROAD
PALATINE, ILLINOIS 60067 U.S.A.

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.