

MICROSOFT EVALUATION SOFTWARE LICENSE TERMS

MICROSOFT DYNAMICS NAV2009

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- client software that can be installed on devices and used with the server software;
- additional components that may be separately licensed; and
- any fixes, patches or updates for the software.

b. **License Model.** The software is licensed based on

- the number of copies of system databases that you install;
- the number of your users or devices that access the system database; and
- additional components you license.

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- "you" means the legal entity that has agreed to these license terms and your affiliates;
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- "ownership" means more than 50% ownership;
- "client software" means the software that allows a single personal computer, workstation, terminal, handheld computer, personal digital assistant, or other electronic device ("device or devices") to access or use the server software or to use certain aspects of the server software when disconnected from the server; "server software" means the software that provides services or functionality on your server (your computers capable of running the server software are "servers");
- "system database" means the underlying database that controls your users and financial reporting units;
- "point of sale device" means one device, used by any user, to access your system database for the purpose of completing customer facing sales or services transactions;
- "business process outsourcing" means the contracting of a specific critical or non-critical business

task, function or process to a third-party service provider, where (i) the services provided include direct or indirect access to the software, and (ii) the software license is not obtained directly from Microsoft; and

- “partner” means the partner that has signed a partner agreement with Microsoft authorizing the partner to market and distribute the software.

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- Client Software.** You may install an unlimited number of copies of the client software. However, you may use the client software only with the server software.
- Additional Components.** You may install an unlimited number of copies of the additional components you have licensed for your system database. You must obtain a separate license for each system database if you wish to install an additional component for multiple system databases. You may not duplicate license keys without Microsoft’s express written consent. For additional information and license restrictions regarding additional components, see www.microsoft.com/dynamics/purchase/editionsandlicensing.mspx.
- Restrictions.** You may use the software only for demonstration or internal evaluation purposes. You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- User Licenses.** In addition to the server software license, you must acquire user licenses for the total number of users that access the system database directly or indirectly. User licenses are specific to a system database and may not be used with or shared among different system databases. You may license concurrent users, named users, device CALs or the external connector depending on the type of access to the system database that the user requires. For users that are your or your affiliates’ employees, contractors or agents, you must license concurrent users, named users and/or device CALs. For all other access to the system database, including access where no individual users are involved, you must license the external connector, concurrent users, named users or device CALs. The types of user licenses are,
 - “Concurrent users” are licenses that allow any individual to access the system database. The number of concurrent users licensed refers to the maximum number of individuals that may access the system database simultaneously;
 - “Named users” are licenses that are specific to individual users and may not be shared among individual users;
 - “Device Client Access Licenses (device CAL)” are licenses that permit one point of sale device, used by any user, to access the system database; and
 - “External connector” is a license that allows any third party user to access a single system database. “Third party users” are any concurrent user or named user that is not your or your affiliates’ employees, contractors or agents.

For additional information about the types of user licenses and the license restrictions regarding user licenses, see www.microsoft.com/dynamics/purchase/editionsandlicensing.mspx.

- 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, or

- 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 you need.
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 - **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 installed 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.
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