



Student Use Agreement¹

As a member of the MSDN Academic Alliance (MSDNAA), the school in which you take credit courses is authorized to provide you with program software for use on your personal computer. You must agree to the MSDNAA usage guidelines listed below, the MSDN End-User License Agreement (EULA), and the MSDNAA License Amendment, as well as any conditions required by your school.

The MSDNAA program administrator for your school will maintain records of student use, provide aggregate data to Microsoft upon request, and ensure full compliance with the program among users including students, faculty, and technical staff. By installing, copying, or otherwise using the software, you agree to be bound by the terms of the EULA and the License Amendment. If you do not agree to be bound, do not install, copy, or use the software.

Installation Guidelines

- You must be registered in at least one for-credit course within the member school to be eligible to load program software on your personal computer.
- Your school may either provide you with access to a download server or loan you a copy of the software on a temporary basis to install on your personal computer.
- For certain products, you may be given a product key for installing the software. You may not disclose the product key to anyone else.

Usage Guidelines

- You may not give copies of loaned or downloaded software to anyone else. Other eligible students must obtain software using the method(s) set up by the MSDNAA program administrator.
- You may use the software for non-commercial purposes including instructional use, research and/or design, and development and testing of projects for class assignments, tests, or personal projects. You may not use MSDNAA software for any for-profit software development.
- When you are no longer taking credit courses in the member school, you may no longer obtain MSDNAA software. However, you may continue to use previously installed products on your computer, provided you continue to follow MSDNAA program guidelines.
- If you violate the terms of the EULA and the License Amendment, the MSDNAA program administrator will demand confirmation of removal of the program software from your personal computer.

Acceptance of Agreement

By signing below, you agree to be bound by the terms of the MSDN EULA, the MSDNAA License Amendment, the MSDNAA Student Use Agreement, and your school's software-usage policies.

Student Signature

Date

Printed Name

_____ @harding.edu
Harding e-mail address

Course Number (COMP or CENG)

¹ After filling in the blanks, return this page to your instructor. Keep the following license agreement in your files.

License Agreement (EULA)

MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

MICROSOFT DEVELOPER NETWORK ACADEMIC ALLIANCE (MSDN AA) SUBSCRIPTION

These supplemental license terms apply to the software named above. Together with the MSDN Subscription license terms (“MSDN terms”), 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 MSDN-AA program.

You do not have rights under these supplemental license terms unless you have also accepted the MSDN 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 MSDN 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 MSDN 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. MSDN 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 MSDN 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 17 (Transfer to a Third Party) in the MSDN terms are deleted.

3. Additional MSDN 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.

4. Product keys

Section 4 (Product Keys) in the MSDN terms 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 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 MSDN AA Membership

a. **Cancellation and non-renewal.** You may cancel your MSDN 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 MSDN 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 MSDN AA program (by meeting the definition of "you" above), then your membership will automatically terminate.

c. **Effect.** If your MSDN 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 MSDN 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 MSDN AA program and may not be used by you or any of your staff, faculty, or students under these terms:

- **Microsoft Office**

MSDNAA LICENSE AMENDMENT

Membership in the MSDN Academic Alliance provides your department with a special License Amendment, designed specifically to address the needs of educational institutions. The MSDN Academic Alliance helps your school make the latest Microsoft development tools, platforms, and applications available to its faculty and students at a very low cost. The MSDNAA License Amendment offer the following benefits:

Permits the following individuals to install MSDNAA software on their personal computers for use in coursework and personal non-commercial projects:

- Students taking at least one for-credit course offered by the member department
- Faculty members of the member department
- Staff directly responsible for administering the MSDNAA program

Authorizes a member department to make the software available using these two methods:

- Create up to 50 copies of MSDNAA discs for check-out
- Make the contents of MSDNAA discs available via a secure download server

Enables a member department to install MSDNAA software on any number of departmental lab machines for instructional and research purposes only.

Program Restrictions

- The software tools and technologies provided by MSDNAA are restricted to instructional use and non-commercial research only.
- The software that is part of the MSDNAA program may not be used to run the infrastructure of the department or the school. Prohibited uses of MSDNAA software include storing student records, hosting e-mail servers, and running actual e-commerce applications.
- Windows may only be installed to support MSDNAA tools and technologies.
- Only a department that is a member of MSDNAA may use the software. It may not be shared among other member or non-member departments.
- The designated program administrator may not be a student or teaching assistant.
- Software that is part of the program may only be made available to students who are taking at least one for-credit course within the member department.
- After the membership has expired (and not been renewed), the department may not make MSDNAA software available to students, faculty, and staff. Software installed prior to the expiration of the membership may continue to be used for the purposes consistent with the license terms.
- Students may not keep the CD or DVD media they borrow except for the MSDN Library CDs.

IMPORTANT: This synopsis is provided for your convenience only. Please refer to the **MSDN EULA** and the license terms provided with the software you download or install for specific license rights.