

**DISTRIBUTION AGREEMENT FOR SERVICE PACK 2  
FOR MICROSOFT® WINDOWS® XP  
FOR CERTAIN EDUCATIONAL INSTITUTIONS**

This Distribution Agreement (“Agreement”) for Service Pack 2 for the Microsoft Windows XP operating system (whether for Professional or Home Edition, or both, “XP SP2”) sets forth terms and conditions that govern authorized distribution of XP SP2 Software on compact disk fixed media (the “CDs”). In consideration of the various representations and promises set forth below, the Microsoft entity described in the signature block (“Microsoft”) and the legally incorporated entity identified in the signature block as (“Distributor” or “You”) have indicated mutual agreement to the terms and conditions of this Agreement by affixing their signatures.

1. Ordering the Software. Microsoft will authorize another party (an “Authorized Replicator”) to manufacture and ship CDs to You for distribution pursuant to this Agreement. The CDs will contain the object code software for XP SP2 as well as related content, materials and documentation (the “Software”). “Software” includes any bug fixes, error corrections, replacements or substitutions for XP SP2 (“Updates”) that Microsoft may in its discretion elect to make available to You pursuant to this Agreement. Microsoft will notify You of the availability of CDs and provide information and requirements for ordering them from the Authorized Replicator. You are not obligated to order or distribute any fixed quantities of CDs. You, and not Microsoft, will be responsible to pay the Authorized Replicators for manufacture and shipment of the CDs.

2. Distributor and Redistributor Responsibilities and Requirements. You represent and warrant that You (i) are a public or private vocational school, correspondence school, junior college, college, university, or scientific or technical school, (ii) are organized and operated for the purpose of teaching its enrolled students, and (iii) are institutionally accredited by an accrediting agency nationally recognized by the US Secretary of Education. Your distribution rights under this Agreement are limited to distribution of CDs obtained from the Authorized Replicator, only in the location(s) designated in Exhibit A (“Authorized Territory”). You may distribute the CDs directly to end users or indirectly through Your distribution partners identified on Appendix 2 (“Redistributor(s)”). Amendment to Appendix 2 shall require Microsoft’s written consent. To qualify as a Redistributor, parties identified on Appendix 2 must execute a written, binding agreement with You that includes terms and conditions consistent with Your obligations and Your limited rights under this Agreement. The following requirements apply to You and Your Redistributors:

- (a) Period of Distribution. You may order and take delivery of the CDs from the date the CDs are first available to You from the Authorized Replicator (the “Availability Date”) and may distribute the CDs only during the period from August 14, 2004 through November 14, 2004 (the “Initial Period of Distribution”). For an additional period of no more than fifteen (15) days after the Initial Distribution Period (the “Wind-down Period of Distribution”), solely for purposes of exhausting existing CDs in inventory and in circulation for end users, You and Your Redistributors may continue to make CDs available to end users in such places and through such means as You were already offering CDs in the marketplace before the Wind-down Period of Distribution began. The Initial Period of Distribution and the Wind-down Period of Distribution together constitute the total duration of your distribution rights (the “Entire Period of Distribution”). After the end of the Entire Period of Distribution, You and Your Redistributors must follow the requirements set forth in Section 13, “Term and Termination”.
- (b) Tracking, Recall and Update. You and Your Redistributors must track CD inventory throughout the distribution process. In the event that Microsoft notifies you that it is recalling the CD (a “Notice of Recall”), You must do the following and ensure Your Redistributors do the same with regard to the CDs subject to recall (“Recalled CDs”):
  - (i) immediately cease further distribution of the Recalled CDs and all product that includes Recalled CDs;
  - (ii) use commercially reasonable efforts to retrieve all Recalled CDs;

- (iii) use commercially reasonable efforts to remove all Recalled CDs from Your product, Your inventory;
- (iv) use commercially reasonable efforts to remove all Recalled CDs from product in the marketplace where it is available to end users, within ten (10) business days of a Notice of Recall; and
- (v) within ten (15) business days of receipt of a Notice of Recall destroy all Recalled CDs in Your possession or control.

Upon request, You will provide Microsoft with a written certification of compliance with Section 2(a) and (b). To the extent Microsoft makes available any Updates on CDs (“Updated CDs”), then at Your option, and subject to the terms and conditions of this Agreement governing distribution of CDs, You may obtain and redistribute Updated CDs. You, and not Microsoft, will be responsible to pay the Authorized Replicators for manufacture and shipment of the Updated CDs. You, and not Microsoft, will be responsible to pay the Authorized Replicators for manufacture and shipment of the CDs. If You choose to distribute Updated CDs, You are responsible for acquiring the Updated CDs from an Authorized Replicator, and you agree to use commercially reasonable efforts to begin distribution of the Updated CDs within ten (10) business days of their availability to You from the Authorized Replicator. You must complete distribution of Updated CDs as soon as is commercially reasonable and, in any event, not later than sixty (60) days after the Availability Date for that Updated CD. In the event that you distribute Updated CDs, the Entire Period of Distribution will be extended to include time to permit distribution of Updated CDs pursuant to this Section 2(b).

- (c) Other Legal Obligations, Records and Reports. You and Your Redistributors are responsible for acquiring and maintaining any governmental approvals, filings and registrations that may be required by law for Your activities pursuant to this Agreement. You and not Microsoft shall be responsible for all of Your expenses, as well as all taxes, charges and other government assessments and levies associated with Your activities. You agree to reimburse Microsoft on request for any of Your unpaid responsibilities that are assessed against Microsoft. During the Term and for a period of thirty-six (36) months after expiration or termination of this Agreement, You and Your Redistributors must keep usual and proper records, books, accounts and entries in connection with distribution of the CDs and, if necessary for Microsoft’s own obligations and compliance activities, You agree to permit Microsoft to conduct reasonable inspection and audit of those records. You must submit to Microsoft (a) an interim report in the format shown on Appendix 1 sixty (60) days after the Availability Date, and (b) a final report in the format shown in Appendix 1 fifteen (15) business days after expiration or termination of this Agreement.

3. License and Conditions. Subject to and expressly conditioned upon compliance with the terms of this Agreement, including without limitation the following requirements (the “License Conditions”), Microsoft grants You a non-exclusive, royalty-free, personal, non-transferable, non-assignable, revocable, limited license during the Entire Period of Distribution to distribute CDs together with Your product or service to end users in the Authorized Territory, directly and through Redistributors:

- (a) You must distribute the Software with the Microsoft end-user license agreement provided with the Software (“EULA”) and in its entirety on the CDs in the same form as You receive them from the Authorized Replicator.
- (b) You must not remove, modify, combine or rename any Software or any Software files, nor alter, remove or obscure (i) the any version identification or other product marking or branding on the Software, CD or CD label, or (ii) any copyright, trademark, patent or other notices or disclaimers.
- (c) You must not reverse engineer, decompile, modify or disassemble the Software in any way, except and only to the extent such activity is permitted by applicable law, notwithstanding this limitation.
- (d) Any rights You grant to Your Redistributors with respect to the Software or CDs, must be limited by this Distribution Agreement and must require the Redistributors’ written agreement to the express terms and conditions of these License Conditions.
- (e) All CDs must be distributed only as allowed in the Agreement in the Authorized Territory and through authorized Redistributors, and only with approved packaging.

(f) The Software must be distributed without any license fee or royalties for the Software.

4. Ownership and Reservation of Rights. Microsoft owns and retains all right, title and interest in and to, the Software, including without limitation all intellectual property rights. This Agreement does not grant you any rights to use any Microsoft names, logos or trademarks in marketing or distributing the CDs or in marketing or distributing any products or services, except as permitted in Section 6. All rights not expressly granted herein are reserved and retained by Microsoft.

5. Microsoft Limited Obligations. Microsoft has no obligation to provide or make available to end users, You or Your Redistributors any maintenance, support or Updates for the Software, even in the event of a Notice of Recall. Microsoft makes no representation, warranty or guarantee regarding the commercial availability of XP SP2 or availability of CDs or Updated CDs from an Authorized Replicator.

6. Marketing the CDs. The CDs must be distributed with Microsoft-provided branding and artwork only. CD labels must not be co-branded. Co-branding of redistribution packaging, such as sleeves, folders or covers for the CDs, must comply with applicable law and with the applicable Microsoft guidelines attached as Exhibit B. The Microsoft guidelines set forth in Exhibit B may be amended from time to time in Microsoft's sole discretion. Microsoft is not obligated to do any joint marketing of the CDs with You. In connection with marketing and promoting Your product or service, You may market and promote availability of the CDs, so long as You do not (a) make any commitments on behalf of Microsoft or (b) make or imply statements of endorsement by Microsoft for Your product or service. The Software consists of only partial replacements to the operating system software. You must not, and you must not allow Your Redistributors to, market, advertise or represent that the Software is an entire Microsoft Windows XP operating system. Any use of Microsoft trademarks or the Microsoft corporate logo pursuant to promotion of the CDs shall be in strict compliance with the express permission set forth in Exhibit B. Any trademark or logo permission granted in Exhibit B shall be further conditioned on Your compliance with the guidelines available for reference at: <http://www.microsoft.com/mscorp/ip/trademarks/gnlguide.asp>.

7. Confidential Information. We each agree to treat the following information as confidential information of the defined party ( "Confidential Information"):

- Microsoft Confidential Information: Microsoft proprietary information regarding the Software, the CDs and activities anticipated or undertaken pursuant to this Agreement;
- Your Confidential Information: Your proprietary information regarding Your business, and details of Your plans for redistribution of the CDs.

We each agree not to disclose to third parties the Confidential Information of the other. We further agree to share Confidential Information within our own organizations only on a need-to-know basis to our employees and consultants, all of whom will be bound by a written and binding confidentiality agreement. "Confidential Information" does not include information that (i) is or subsequently becomes publicly available without breach of an obligation under this Section 7; (ii) became known to You or to Microsoft from a source other than Microsoft or You, unless disclosure of that Confidential Information was the result of breach of an obligation of confidentiality owed to You or to Microsoft; (iii) is independently developed by either of us. Each of us may disclose Confidential Information of the other if compelled to do so by a judicial or other governmental order, but only if prior to disclosure, the party that receives such an order (a) gives reasonable notice to the other to enable the other to seek protection for the Confidential Information or (b) obtains legal assurance from the applicable authority that it will provide the Confidential Information the highest level of protection afforded under applicable law or regulation.

If You are a public (i.e., government) institution, then this Section is subject to your applicable public records laws and any exceptions thereto and your trade secrets laws.

8. **DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND CDs AND MICROSOFT'S ACTIVITIES PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS-IS" AND WITH ALL FAULTS. MICROSOFT, ITS AFFILIATES, LICENSORS AND SUPPLIERS, AS WELL AS THEIR**

RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND CONTRACTORS DISCLAIM WITH RESPECT TO THE SOFTWARE, CDs AND MICROSOFT'S PERFORMANCE HEREUNDER, ALL WARRANTIES, DUTIES AND CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION THOSE RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES AND RESULTS, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT.

9. **EXCLUSION OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** WITH THE EXCEPTION OF LIABILITY DUE TO (A) BREACH BY EITHER PARTY OF THE SECTION 7 CONFIDENTIALITY OBLIGATIONS, (B) YOUR BREACH OF OR FAILURE TO PERFORM OR COMPLY WITH ANY PROVISION OF SECTIONS 2, 3 OR 6, AND (C) YOUR SECTION 12 INDEMNITY OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOU OR MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF OR ARE IN ANY WAY RELATED TO YOUR OR MS'S PERFORMANCE HEREUNDER. FURTHERMORE, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SUCH DAMAGES BASED DIRECTLY OR INDIRECTLY UPON THE PROVISION OF THE SOFTWARE OR UNAVAILABILITY OF SOFTWARE, CDs, UPDATES OR SUPPORT -- INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITY, FAILURE TO MEET ANY DUTY, OR NEGLIGENCE.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED IN SECTION 9, AS WELL AS ALL DIRECT OR GENERAL DAMAGES, THE ENTIRE LIABILITY OF MICROSOFT UNDER ANY PROVISION HEREIN, AND YOUR EXCLUSIVE REMEDY FOR DAMAGES OF ANY KIND INCURRED IN CONNECTION WITH THE AGREEMENT, SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE, NOT TO EXCEED, IN AGGREGATE, THE SUM OF \$100.00 US.

11. **APPLICABILITY OF DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.** ALL LIMITATIONS, EXCLUSIONS, WAIVERS AND DISCLAIMERS OF WARRANTIES, REMEDIES, DAMAGES AND LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN THE CASE OF A REMEDY (IF ANY), EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE.

12. **Indemnity From Distributor.** If a private (i.e., non-government) institution, Distributor shall indemnify, defend and hold **Microsoft**, harmless from and against any and all threats, actions, suits, claims, demands, or other proceedings, and all resulting damages and losses, including without limitation judgments, settlements, injunctions, payments, costs of recall, attorney's fees, court costs and other litigation expenses, arising out of, resulting from or relating to: (a) breach by Distributor of any provision of Sections 2, 3 6 or 7; (b) Distributor's or its Redistributors' technology, products or services; or (c) Distributor's or its Redistributors' failure to pay taxes and government assessments or obtain necessary permits. If a public (i.e., government) institution, in lieu of the obligation to indemnify Microsoft under this Section, Distributor shall be responsible for any cost or damages arising from any claim to which Distributor's indemnity obligation would otherwise apply if a private (i.e., non-government) institution.

13. **Term and Termination.** This Agreement commences on the Effective Date identified in Exhibit A and continues in effect through the Entire Period of Distribution, unless otherwise terminated in accordance herewith (the "Term"). Either party may terminate the Agreement for material breach if the breaching party

fails to cure within ten (10) business days of receiving written notice of the breach. In addition, the Agreement may be terminated immediately upon written notice: (a) by either party, if the other party breaches its Confidentiality Obligations; (b) by Microsoft, if You breach or fail to comply with any of the License Conditions or make or attempt to make an assignment in violation of the Agreement; or (c) by Microsoft, if within ten (10) business days following Your becoming aware of a Redistributor's breach or failure to comply with such terms or conditions, You fail to terminate that Redistributor, or secure full cure of a breach of the terms and conditions of this Agreement that you are required to impose on Your Redistributor. Upon expiration or termination of the Agreement: (i) all of Your and Your Redistributors' distribution rights hereunder cease; (ii) You must, at Microsoft's direction, return or destroy CDs in Your possession or control, as well as CDs in Your Redistributors' possession; (iii) each of us, at the other's option and request, must return or destroy Confidential Information of the other party and certify to that destruction or return. The provisions of Sections 3, 7 and through 14 shall survive expiration or termination of this Agreement. The rights and remedies described in this Section 13 are in addition to any other rights and remedies provided by this Agreement or by law or in equity.

#### 14. General.

- (a) Governing Law; Exclusive Jurisdiction and Venue; Recovery of Costs. Your agreement will be governed by the laws of the state where you are organized. You consent to jurisdiction in and venue in the federal courts in your state. Process may be served on either party in the manner authorized by applicable law or court rule. The prevailing party as permitted by law shall be entitled to recover its reasonable attorneys' fees, costs and other expenses incurred in connection with enforcing its rights hereunder. If You are a public (i.e., governmental) institution, then disputes relating to this Agreement will be subject to applicable dispute resolution laws of your state.
- (b) Relationship of the Parties. Neither this Agreement, nor any terms and conditions contained in this Agreement, shall be construed as: (i) creating a partnership, joint venture, agency or franchisor or franchisee relationship; or (ii) an approval, endorsement or other recommendation of any Distributor products or services by Microsoft.
- (c) Enforcement. If in any legal proceeding, any provision or part of this Agreement is found to be invalid, void or unenforceable, the remainder of this Agreement shall be enforced to the fullest extent permitted by law to give effect to the intent of the parties; provided however, that if Section 3, 7 or 14(a) is held to be unenforceable, the Agreement shall be deemed to be of no force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement.
- (d) No Assignment. This Agreement is with You, and accordingly You may not assign this Agreement or any of Your rights or obligations under this Agreement, except with the express written consent of Microsoft. Any attempted assignment by You in violation of this Section 14(d) shall be deemed void.
- (e) U.S. Government Restricted Rights. All Software 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 Software 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.
- (f) Export Requirements. The software is subject to U.S. 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 <<http://www.microsoft.com/exporting/>>.
- (g) Entire Agreement. This Agreement and its attachments constitute the entire understanding of the parties concerning redistribution of CDs and supersede all prior and contemporaneous agreements and communications. This Agreement may not be amended except by a written agreement executed by a duly authorized representative of each party after the Effective Date.

- (h) Nothing in this Agreement requires or requests Distributor to provide to Microsoft any student personally identifiable information or education records protected by the Family Educational Rights and Privacy Act of 1974 as amended.
- (i) Notices. Microsoft may provide information regarding details of the release of the Software and other distribution activities contemplated under this Agreement by email or facsimile transmission to Your contact designated in Exhibit A (and to your Distributors' contacts designated in Appendix 2), including without limitation in the event of a Notice of Recall. All other notices and communications shall be addressed to Distributor as specified in Exhibit A and to Microsoft as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Copy to:            Law & Corporate Affairs  
 Fax:                    \_\_\_\_\_

Attention: \_\_\_\_\_  
 Phone:            \_\_\_\_\_  
 Fax:                \_\_\_\_\_

IN WITNESS WHEREOF, Microsoft and Distributor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date specified in Exhibit A hereto.

**MICROSOFT:**

**DISTRIBUTOR:**

**MICROSOFT CORPORATION**

\_\_\_\_\_  
 By  
 \_\_\_\_\_  
 Name (Print)  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
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 By  
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 Name (Print)  
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 Title  
 \_\_\_\_\_  
 Date

May 2004

# Microsoft® Windows® XP Service Pack 2

## General Feature List

The following is a list of the top features in Service Pack 2 and a description of the benefit each feature provides. Use these benefit statements when providing a high level overview of Service Pack 2 to evidence why customers would want to install.

### Feature Description / Benefit Statement

#### [Centralized Management of Windows Firewall and Internet Explorer](#)

Service Pack 2 provides system administrators with more configuration options for Windows Firewall and Internet Explorer, such as Group Policy, command line, and unattended setup.

#### [Windows Firewall On-With-No-Exceptions Mode](#)

Allows users to guard against network-based attacks by helping them block all unsolicited inbound traffic.

#### [Windows Firewall Boot Time and Shutdown Security](#)

Service Pack 2 offers additional protection against viruses and hackers by extending Windows Firewall protection to a computer's boot time and shut down process.

#### [Windows Firewall Global Configuration](#)

Enables administrators to apply a Windows Firewall configuration change to all network connections.

#### [Windows Firewall User Interface Update](#)

Adds an icon to the Network and Internet Connections control panel and installs a new User Interface that makes it easy to access and configure new Firewall capabilities.

#### [Windows Firewall Exception List](#)

Service Pack 2 enables administrators to better manage applications and increase security with Windows Firewall by specifying ports needed by an application to be open.

#### [Windows Firewall Multiple Profile Support](#)

Service Pack 2 enables administrators to define two profiles for each user - one for operating inside a corporate network and an alternate profile for mobile scenarios.

#### [Windows Firewall Group Policy Support](#)

Enables IT administrators to configure all Windows Firewall settings from a central location.

#### [Windows Firewall Update](#)

Updates and automatically turns on the powerful, built-in Windows Firewall (previously Internet Connection Firewall) to increase the security of your PC and reduce the risk of network and internet-based attacks.

#### [Windows Firewall Application and Port Restrictions](#)

Reduces the potential for network-based attacks by allowing applications and ports to be configured so they only receive network traffic with a source address from any location, the local subnet only, or from specific IP addresses.

#### [Windows Firewall Local-Subnet Restrictions](#)

Windows Firewall can be configured so that applications can only receive traffic from inside an organization's network. This reduces the potential of network-based attacks while still enabling critical, network-based applications to function properly.

#### [Internet Explorer Information Bar](#)

Service Pack 2 provides better control over Internet Explorer downloads by installing a new toolbar that alerts end users to unsigned controls and downloads that could pose security risks.

#### [Internet Explorer Pop-Up Blocker](#)

Service Pack 2 installs a new, integrated Pop-Up Blocker for Internet Explorer that helps users take control and reduce unwanted ads and content.

#### [Internet Explorer Local Machine Zone Lockdown](#)

Bolsters users' security profile by applying personal security settings to files and content processed by Internet Explorer.

[Internet Explorer Add-on Manager](#) Service Pack 2 allows administrators to easily manage and enforce a list of add-ons to Internet Explorer that are either permitted or disabled to enhance security and reduce the potential for crashes.

#### [Internet Explorer Download Monitoring](#)

Service Pack 2 updates the Authenticode download dialog to provide better, more meaningful information

about where code comes from and who wrote it to assist users in making informed decisions about whether or not to download and run code.

#### [Internet Explorer Security Improvements](#)

Service Pack 2 installs code-level changes in Internet Explorer that help protect against certain types of exploits. For example, it restricts script-initiated windows that can be used to hide or move Internet Explorer controls and conceal malicious activity.

[Feature Description / Benefit Statement](#)

## General Feature List (continued)

#### [Internet Explorer Stronger Default Security Settings](#)

Service Pack 2 detracts from hackers' abilities to attack a PC by restricting HTML in the local machine zone from running with elevated system privileges.

## General Feature List (continued)

[Feature Description / Benefit Statement](#)

Provides better logging capabilities for Remote Assistance sessions by allowing for easy tracking of start/stop time of session, IP address/user name, and record of activities performed.

#### [Service Changes to Remote Procedure Call \(RPC\)](#)

New security settings and registry key designed to ensure proper authentication and to protect users from potential exploits by limiting the RPC surface area that is exposed.

#### [Data Execution Prevention](#)

Service Pack 2 reduces the risk of buffer overrun vulnerabilities by helping prevent certain types of malicious code from attacking and overwhelming a computer's memory.

#### [Attachment Manager](#)

[New Wireless LAN client](#) Service Pack 2 provides hotspots by providing a widely recognized LAN client.

#### [Flash Configuration](#)

#### [Wireless Setup](#)

Service Pack 2 includes new technology and a setup wizard that simplifies the deployment of secure wireless network connections and the installation of network-connected devices.

#### [Automatic Update \(AU\) enhancements](#)

Makes Automatic Updates simpler and easier to use with an improved dialogue box and new technology that helps narrow band customers download more efficiently.

#### [Video Driver Update](#)

Provides a new USB video driver with standard hardware specification that reduces the need for ISVs to develop kernel-mode video device drivers.

Service Pack 2 establishes strong default protection against viruses that spread through Outlook® Express, Windows Messenger, and Internet Explorer by isolating attachments during the opening process to help identify potentially unsafe ones.

#### [Windows Security Center](#)

The new Windows Security Center makes it easy to check security status and manage security resources by providing a single, unified view of key settings and tools.

#### [Windows Messenger Update](#)

Updates Windows Messenger with additional security features designed to help protect users' privacy online.

#### [Outlook® Express](#)

#### [Anti-Spam Update](#)

Provides enhanced default security for a users' e-mail by helping to prevent validation of an e-mail address by potential spammers.

#### [Bluetooth® Update](#)

Enables users to more easily benefit from the latest Bluetooth-enabled hardware devices such as keyboards, mice, cell phones and PDAs.

#### [Windows Media® 9](#)

#### [Series Update](#)

Helps users more securely enjoy music, video and broadband content by installing the new Windows Media® Player.

#### [Microsoft DirectX® 9.0b](#)

Ensures that users get DirectX 9.0b, the latest, most stable version of Microsoft's gaming and graphics technology.