

## MICROSOFT SOFTWARE LICENSE TERMS

### MICROSOFT SQL SERVER 2008 R2 ENTERPRISE

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**IMPORTANT NOTICE: AUTOMATIC UPDATES TO SQL SERVER 2008, SQL SERVER 2005 AND SQL SERVER 2000.** If this software is installed on servers or devices running any editions of SQL Server 2008, SQL Server 2005, or SQL Server 2000 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. The updated files cannot be removed and the original files may not be recoverable. By installing this software on a server or device that is running any edition of SQL Server 2008, SQL Server 2005, or SQL Server 2000 you consent to these updates in all editions and copies of SQL Server (including components of any of them) running on that server or device.

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**IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.**

#### 1. OVERVIEW.

**a. Software.** The software includes

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

**b. License Model.** The software is licensed based on either the:

- Server + Client Access License Model - number of instances of server software that you run, the number of devices and users that access instances of server software, and the server functionality accessed; or
- Per Processor License Model - number of physical and virtual processors used by operating system environments in which you run instances of server software.

**c. Licensing Terminology.**

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of software by loading it into memory and

executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- **Operating System Environment.** An “operating system environment” is
  - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  - instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments.
- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

## 2. TERMS SPECIFIC TO SERVER + CLIENT ACCESS LICENSE MODEL

### a. Assigning the License to the Server.

- i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

- ### b. Running Instances of the Server Software.
- You may run any number of instances of the server software in up to four operating system environments (physical or virtual) on the licensed server at a time. If you wish to run the server software in a greater number of operating system environments, you may assign additional licenses. For each additional license you assign, you may run any number of instances of the server software in up to four additional operating system environments on the server.

**c. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Management Tools - Basic
- Management Tools - Complete
- SQL Client Connectivity SDK
- Microsoft Sync Framework
- SQL Server 2008 R2 Books Online

**d. Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

**e. Client Access Licenses (CALs).**

**i.** You must acquire and assign a SQL Server 2008 R2 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

**ii. Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

**iii. Reassignment of CALs.** You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

### 3. TERMS SPECIFIC TO PER PROCESSOR LICENSE MODEL.

- a. Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server. You have two options to then determine how many licenses you need. Those options are described below.
- **Determining the Number of Licenses Required.** The number of licenses required is based on either the total number of physical processors on the server (as described in (i) below) or the number of virtual and physical processors used (as described in (ii) below).
    - i. Licensing all Physical Processors on a Server.** Under this option, the number of software licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in up to four operating system environments on the server for each license assigned without regard to the number of physical and virtual processors *used*. You may assign more licenses than the number of physical processors on the server. For each additional license assigned, you may run server software in up to four additional operating system environments on that server.
    - ii. Licensing based on Processors Used.** Under this option, the number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below:
      - (A) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
      - (B) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
  - **Assigning the Required Number of Licenses to the Server.**
    - i.** After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
    - ii.** You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- b. Running Instances of the Server Software.** Your right to run the software depends on the option used to determine the number of licenses required.
- i. Licensing All Physical Processors on a Server.** If you assign to a server licenses equal to or greater than the total number of physical processors on the server:
    - (A) For each license you assign, you may run the server software in up to four operating system environments (physical or virtual) on that server. You may run any number of instances of the server software in those operating system environments.
    - (B) You do not need to license virtual processors.

- ii. **Licensing based on Processors Used.** You may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on each server to which you have assigned the required number of software licenses. The total number of physical and virtual processors used cannot exceed the number of software licenses assigned to that server.
- c. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.
  - Business Intelligence Development Studio
  - Client Tools Backward Compatibility
  - Client Tools Connectivity
  - Client Tools SDK
  - Management Tools - Basic
  - Management Tools - Complete
  - SQL Client Connectivity SDK
  - Microsoft Sync Framework
  - SQL Server 2008 R2 Books Online
- d. **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights below for each software license you acquire.
  - You may create any number of instances of the server software and additional software.
  - You may store instances of the server software and additional software on any of your servers or storage media.
  - You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).
- e. **No Client Access Licenses (CALs) Required for Access.** Under this Per Processor License Model, you do not need CALs for other devices to access your instances of the server software.

#### 4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. **Maximum Instances.** The software or hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.
- b. **SQL Server Control Point Limits.** You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point in the server software at any one time.
- c. **Multiplexing.** Hardware or software you use to
  - pool connections,
  - reroute information, or
  - reduce the number of devices or users that directly access or use the software(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
- d. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This

applies even if the operating system environments are on the same physical hardware system.

- e. Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. If you have licensed the server software under the Per Processor licensing model, the number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.
- f. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- g. SQL SERVER REPORTING SERVICES MAP REPORT ITEM.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at [go.microsoft.com/fwlink/?LinkId=21969](http://go.microsoft.com/fwlink/?LinkId=21969).
- h. Included Microsoft Programs.** The software contains other Microsoft programs. In some cases, those programs and the license terms that apply to your use of them are addressed specifically in these license terms. For all other included Microsoft programs, the license terms with those programs govern your use.
- 5. PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You may not share the keys with third parties. You may not use keys assigned to third parties.
- 6. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- 7. BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).
- 8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework (" .NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406). Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at [go.microsoft.com/fwlink/?LinkID=66406](http://go.microsoft.com/fwlink/?LinkID=66406).
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- 16. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement and CALs directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.
- 17. EXPORT RESTRICTIONS.** The software is subject to United States 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 [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
- 18. SUPPORT SERVICES.** Microsoft provides support services for the software as described at

[www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

**19. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

**20. APPLICABLE LAW.**

**a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

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