

# MICROSOFT SOFTWARE LICENSE TERMS

## MICROSOFT VISUAL STUDIO TEAM SYSTEM 2008 TEAM FOUNDATION SERVER, STANDARD EDITION, WORKGROUP EDITION AND TRIAL EDITION

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

### 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. **Product Identification Number.** We will provide you a product identification number with the software. That number will allow you to use the Standard, Workgroup, or Trial edition of the software. You may have the option to upgrade the software by acquiring a new product identification number. That new number will allow you to use an upgrade edition in place of the first edition.

c. **License Model.** The software is licensed based on either

- the number of instances of server software that you run and the number of devices and users that access instances of server software (Standard and Workgroup Edition); or
- the number of instances of server software that you run (Trial Edition).

d. **License Terms for Use with Virtual Server and Other Similar Technologies.**

- **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. 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.
- **Assigning a License.** To assign a license means simply to designate that license to one device or user.

## 2. USE RIGHTS.

### 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.
- 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, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server. If you have the Trial Edition, you may use the software only to demonstrate and internally evaluate it.

### 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.

- Team Explorer
- Team Foundation Build
- Team Foundation Server Sharepoint Extensions

### 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. Included Microsoft Programs.

The software contains other Microsoft programs. These license terms apply to your use of those programs.

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

### a. Client Access Licenses (CALs) – (Standard Edition Only).

- i. You must acquire and assign the appropriate 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.
  - You do not need a CAL to access work item tracking functionality to create new work items, or view and update work items you opened.
  - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software.
- 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.

**b. 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.

**c. 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.

**d. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

- 4. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- 5. TIME-SENSITIVE SOFTWARE – TRIAL EDITION ONLY.** The software will stop running ninety days after you install it. You will not receive any other notice. You may not be able to access data used with the software when it stops running.
- 6. LICENSE TERMS FOR SQL SERVER 2005 TECHNOLOGY.** If your edition of the server software includes SQL Server 2005 technology, you may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server solely to support that software. You do not need SQL Server CALs for that use. You may create and store any number of instances of SQL Server 2005 technology on any of your servers or storage media solely to exercise your right to run an instance of SQL Server 2005 technology under any of your software licenses.
- 7. .NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
- 8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. 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 .NET Component, provided it complies with the same conditions above.
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- 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).
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