

(For ISV Royalty Program Only)

Microsoft® SQL Server™ 2008 R2 Standard _____¹ (Runtime)

Server Licenses: _____²

User Client Access Licenses: _____³

Device Client Access Licenses: _____⁴

END-USER LICENSE AGREEMENT

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to Licensor.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

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

¹ **LICENSOR:** For "Academic Edition" licensed software, please specify the name. For example: Microsoft® SQL Server™ 2008, Enterprise Edition and Academic Edition.

² **LICENSOR:** Specify the total number of server licenses for which the end user is licensed under this agreement.

³ **LICENSOR:** Specify the total number of user CALs that may access directly or indirectly instances of the server software licensed under this agreement.

⁴ **LICENSOR:** Specify the total number of device CALs that may access directly or indirectly instances of the server software licensed under this agreement.

that server or device.

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 one physical or virtual operating system environment on the licensed server at a time.

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 solely to support your use of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. 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 required number of software licenses and assign those licenses to that server as described below.
 - i. Determining the Number of Licenses Required.** You must first determine the number of software licenses you need. The total 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.
- b. 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.

c. Running Instances of the Server Software. For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

d. 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

e. 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).

f. 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. Runtime-Restricted Use Software. The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not

prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

- b. 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.
 - 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.
 - 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,
- 5. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- 6. 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).

- 7. 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. 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.
- 8. SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
 - remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - publish the software, including any application programming interfaces included in the software, for others to copy;
 - share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.
- Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.
- 9. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
- 10. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 11. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
- 12. ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
- 13. TRANSFER TO ANOTHER DEVICE.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
- 14. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement and CALs directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications delivered to you by or on behalf of the

Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

- 15. 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.
- 16. ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
- 17. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- 18. NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**
- 19. NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.**
- 20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US\$250.00).**

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