

(For ISV Royalty Program Only)

## Microsoft<sup>1</sup> SQL Server 2016 Standard Server/CAL Edition (Runtime) \_\_\_\_\_<sup>2</sup>

Server Licenses: \_\_\_\_\_<sup>3</sup>

User Client Access Licenses: \_\_\_\_\_<sup>4</sup>

Device Client Access Licenses: \_\_\_\_\_<sup>5</sup>

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- supplements, and
- Internet-based services

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

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all such editions and copies of SQL Server (including components of any of them) running on that server or device.

The software enables Microsoft to collect telemetry by default. You may turn off telemetry at the Server and client levels by following the instructions at <http://go.microsoft.com/fwlink/?LinkID=733886>. There are separate controls to turn off telemetry at the Server level and the client level. If you turn off telemetry at the Server level only, Microsoft will collect telemetry through the client level unless you also turn off telemetry at the client level.

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**1. OVERVIEW.**

**1.1 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.

**1.2 License Model.** The software is licensed based on:

- the number of operating system environments (OSEs) in which the server software is run, and
- the number of devices and users that access instances of server software.

**1.3 Licensing Terminology.**

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the 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 ("OSE").** An "operating system environment" or "OSE" is
  - (i) 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
  - (ii) instances of applications, if any, configured to run on the operating system instance or part identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

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 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.

- **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 Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

## 2. USE RIGHTS

### 2.1 Assigning the License to the Server.

**(a) Initial Assignment.** 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 considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

**(b) Reassignment.** 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.

**2.2 Running Instances of the Server Software.** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

**2.3 Alternative Versions and Editions.** In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a lower edition.

This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Microsoft is not obligated to supply any prior or different versions or editions of the software to you.

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

**2.4 Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the "Unified Solution") delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Documentation Components

- Reporting Services Add-in for SharePoint Products
- Data Quality Client
- SQL Client Connectivity SDK
- Client Quality Connectivity
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Management Tools

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

- (a) You may create any number of instances of the server software and additional software.
- (b) You may store instances of the server software and additional software on any of your servers or storage media.
- (c) 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).

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

- (a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2016 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.
- (b) **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.
- (c) **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. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

**3.1 Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of 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.

**3.2 Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

**3.3 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.

**3.4 No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

**3.5 SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

**3.6 Included Microsoft Programs.** The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=298186>. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

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**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.

**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.

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