

# SAMPLE LICENCE AGREEMENT

## Microsoft<sup>1</sup> SQL Server 2019 Standard (Runtime)

**Core Licenses :**

**Server Licenses: 1 (server licence includes 1 CALs)**

**User Client Access Licenses: inserted CALs**

**Device Client Access Licenses:**

## END-USER LICENSE AGREEMENT

These license terms are an agreement between you and the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor"). Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor. 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. 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.

**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.**

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**IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER.** If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2019 (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. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

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

### **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 either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – 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 parts 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 is to designate that license to a server, device or user as indicated below.

## 2. USE RIGHTS FOR CORE LICENSE MODEL.

**2.1 Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

**2.2 Determining the Number of Licenses Required.** You have two license options:

**(a) Physical Cores on a Server.** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server subject to a minimum of four licenses per processor.

**(b) Individual Virtual OSE.** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

**2.3 Assigning the Required Number of Licenses to the Server.**

**(a) Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

**(b) Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned 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.

**2.4 Running Instances of the Server Software.** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses

required:

**(a) Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

**(b) Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

**2.5 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.

- Data Quality Client
- SQL Client Connectivity SDK
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Distributed Replay Controller

**2.6 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).

**2.7 No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

### **3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL**

**3.1 Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the integrated software turnkey application or suite of applications delivered to you by or on behalf of the Licensor (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.

### 3.2 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.

**3.3 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.

**3.4 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.

- Data Quality Client
- SQL Client Connectivity SDK
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Distributed Replay Controller

**3.5 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).

### 3.6 Client Access Licenses (CALs).

**(a) Initial Assignment of CALs.** You must acquire and assign a SQL Server 2019 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.

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

**4.1 SQL Server Platform Selection.** SQL Server Licenses are platform agnostic, and permit deployment and use on Windows or Linux platforms.

**4.2 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.

**4.3 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.

**4.4 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.

**4.5 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.

**4.6 SQL Server Reporting Services Map Report Item.** Reporting Services Map Item includes use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within SQL Server Reporting Services Map Item. Your use of Bing Maps is also governed by the and MapPoint Web Service End User Terms of Use and Embedded Maps

Service Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Microsoft Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

- 4.7 Big Data Clusters (BDC).** You must be a volume licensing customer with software assurance to use BDC functionality. You may not use BDC if you have not validly acquired a license for BDC from Microsoft or its licensed distributors. For information about licensing BDC visit: <https://go.microsoft.com/fwlink/?linkid=2102541>
- 4.8 Included Microsoft Programs.** The software includes other Microsoft programs listed at <https://go.microsoft.com/fwlink/?linkid=2102146>. 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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- embed fonts in content as permitted by the embedding restrictions in the fonts, and
  - temporarily download them to a printer or other output device to help print content.
- 5. THIRD PARTY SOFTWARE.** The software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgements, if any, for the third party applications may be accessible online at <http://aka.ms/thirdpartynotices> or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.
- 6. 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.
- 7. DATA COLLECTION.** The software may collect information about you and your use of the software and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=521839>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement including the SQL Server privacy supplement: <http://go.microsoft.com/fwlink/?linkid=868444>
- 8. 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.
- 9. UPDATES.** The software may periodically check for updates and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.

**10. CANADA.** You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

**11. SCOPE OF LICENSE.** The software is licensed, not sold. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights, You will not (and have no right to):

- work around any technical limitations in the software that only allow you to use it in certain ways;
- reverse engineer, decompile or disassemble the software;
- remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- use the software in any way that is against the law or to create or propagate malware;
- share or distribute the software;
- 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
- provide the software as a hosted solution for others to use.

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.

**12. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.

**13. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

**14. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

**15. 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](http://www.microsoft.com/education) or contact the Microsoft affiliate serving your country.

**16. TRANSFER TO A THIRD PARTY.** The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law. The first user of the software may transfer it and this agreement directly to a third party as part of a transfer of the Unified Solution. 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. Nothing in this agreement prohibits the transfer of software to the extent allowed under applicable law if the distribution right has been exhausted.

**17. EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.

**18. ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software.

**19. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the software in the United



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**20. 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 party 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.

**21. 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.**

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