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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 **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 SERVER + CLIENT ACCESS LICENSE MODEL**

2.1 **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.

2.2 **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. You may only assign the license to a server provided by Licensor as part of its Unified Solution. 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.

2.3 **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.

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

(a) **Initial Assignment of CALs**. You must acquire and assign a SQL Server 2022 CAL to each device 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) **Type of CALs**. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers.

(c) **Reassignment of CALs**. You may permanently reassign your device CAL from one device to another, or temporarily reassign your device CAL to a loaner device while the first device is out of service.

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

3.1 **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.

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. 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.

3.6 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

3.7 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.

3.8 Font Components. While the software is running, you may use its fonts to display and print content. You may only

- 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.

4. **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.

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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. **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.

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- 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;
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10. **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.

11. **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.

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