

Part 1. Microsoft terms and conditions that apply to if you acquire server hardware from Siemens

MICROSOFT SOFTWARE LICENSE TERMS **MICROSOFT WINDOWS SERVER 2008 R2 FOR EMBEDDED SYSTEMS, STANDARD**

These license terms are an agreement between you and Siemens. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Siemens, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Siemens to determine its return policy for a refund or credit.

As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.

If you comply with these license terms, you have the rights below.

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

- the number of instances of server software that you run;
- the number of devices and users that access instances of server software; and
- the server software functionality accessed.

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
 - (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.

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:

- (i) one physical operating system environment, and
- (ii) one or more virtual operating system environments.

- **Server.** A server is a physical hardware system or device 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. **Assignment of the License to the Server.** The software license is permanently assigned to the server with which you acquired the software. If you run the software on a hardware partition, that partition is the server to which the license must be assigned. 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.
- b. **Running Instances of the Server Software.**
You may run, at any one time, one instance of the server software in one physical operating system environment and up to two instances in the virtual operating system environments on the licensed server (but, only one instance per virtual operating system environment).
If you run both permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
 - run hardware virtualization software
 - provide hardware virtualization services
 - run software to manage and service operating system environments on the licensed server.
- 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.
 - AD Migration Tool
 - FRS Monitoring Tools
 - Remote Desktop Connection Client
 - RSAT Client
- 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 above (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.
- f. Device Software. Device software allows a device (other than this server) to access or use the server software. You may install and use the device software on any device solely to access or use the server software.
- g. Processor Rights. You may use the server software with up to four processors of the Server at any one time.

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

- a. Specific Use. Siemens designed this server for a specific use. You may only use the software for that use. You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.
- b. Client Access Licenses ("CALs"). These license terms include five CALs unless a higher number of CALs is indicated on the Certificate of Authenticity for the server software. Please select the number of user CALs and device CALs (not to exceed a combined total of five or such higher number) and write them in the spaces provided below. No CALs are valid until those spaces are completed. You may not change them once completed.
 User CALs
 Device CALs

The software licensing model consists of an operating system license and incremental CALs. The total cost for the software scales with usage. Several CAL types and licensing modes are available to suit your individual needs.

- i. Windows Server 2008 Client Access License ("Windows CAL") Requirements. In addition to the license for the server software, you must acquire a Windows CAL for each individual person ("User") or device that accesses or uses the server software, whether directly or through a Multiplexing Service. A "Multiplexing Service" is a software application or service accessing or using the server software at the request of a User or device. For example, a Windows CAL is required for each User or device that uses any of the following services of the server software:
 - authentication services (when user or application credentials are exchanged between the server software and a User or device),
 - file services (accessing or managing files or disk storage),
 - printing services (printing to a printer managed by the server software), or
 - remote access service (accessing the server from a remote location through a communications link, including a virtual private network).

You do not need to acquire a WindowsCAL for any User or device that accesses the server software solely through the Internet and is not authenticated by the server software or a Multiplexing Service.

- ii. Types of Windows CALs
 - Windows Device CAL permits one device (used by any User) to access or use the server software.
 - Windows User CAL permits one User (using any device) to access or use the server software.

You may use a mix of Windows Device CALs and Windows User CALs at the same time with the server software.

- iii. CAL Licensing Modes. You may use Windows CALs with the server software in either "Per Device or Per User" or "Per Server" mode.
 - (1) In Per Device or Per User mode, a Windows CAL is required for each device or User that accesses server software on the server. If you choose Per Device or Per User mode, the choice is permanent.
 - (2) If the server software is not used in Per Device or Per User mode, the server software is deployed in Per Server mode.
 - In Per Server mode, the maximum number of devices and Users that may at the same time access server software installed on this server equals the number of Windows CALs (of either

type) that you acquire and designate for use exclusively with this server. You have the one-time right to change your use of the server software from Per Server mode to Per Device or Per User mode. If you do so, you may apply the same number of Windows CALs you acquired for use in Per Server mode in Per Device or Per User mode instead.

- iv. *Reassignment of CALs.* You may reassign a CAL from one device to another device, or from one User to another User, if the reassignment is made
 - (1) permanently away from the one device or User, or
 - (2) temporarily to accommodate the use of the CAL by a loaner device while a permanent device is out of service, or the use of the CAL by a temporary worker while a regular employee is absent.
- v. *Additional CALs.* Some server software functionality requires additional CALs, as listed below.
 - Windows Server 2008 Terminal Services: Windows Server 2008 Terminal Services CAL
 - Windows Server 2008 Rights Management Services: Windows Server 2008 Rights Management Services CAL
 - (1) Windows Server 2008 Terminal Services CALs. You must acquire a Windows Server 2008 Terminal Services CAL for each user or device that directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2008 Terminal Services functionality or other technology).
 - (2) Windows Server 2008 Rights Management Services CALs. In addition to a Windows Server 2008 CAL, you need a Windows Server 2008 Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server 2008 Rights Management Services functionality.
- vi. *Premium Windows Server Services.* New software functions (“Premium Services”) may be available for use with this software. These Premium Services may be provided under additional license terms. Additional access license fees may apply if you install and use these Premium Services.
- vii. *Additional CAL Requirements.*
 - (1) Single Licensee. Only you can use CALs, with server software.
 - (2) Version Matching. Each required CAL must be version Windows Server 2008 or a later version.
 - (3) Administration. 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.
- 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. **MANDATORY ACTIVATION**

Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. Siemens should have activated the software for you. For more information, see <http://www.microsoft.com/piracy/mpa.aspx>. By using the software, you consent to the transmission of this information. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software.

5. **VALIDATION**

- a. **If Siemens activated the software for you, you may not be asked to activate the software when you first use it. The software will from time to time validate the software, update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.**
- b. During a validation check, the software will send information about the software and the device to Microsoft.

This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=69500>.

- c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may
 - need to reactivate the software, or
 - receive reminders to obtain a properly licensed copy of the software,or you may not be able to
 - use or continue to use some of the features of the software, or
 - obtain certain updates or upgrades from Microsoft.
 - d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see <http://go.microsoft.com/fwlink/?linkid=69502>.
6. **POTENTIALLY UNWANTED SOFTWARE.** If turned on, Windows Defender will search your computer for “spyware,” “adware” and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated “high” or “severe,” will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in
 - other software on your computer ceasing to work, or
 - your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

7. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Siemens 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 allow you to use it only in certain ways. For more information, see the software documentation or contact Siemens. Except and only to the extent permitted by applicable law despite these limitations, you may not:
- work around any technical limitations in the software;
 - reverse engineer, decompile or disassemble the software;
 - make more copies of the software than specified in this agreement;
 - publish the software for others to copy;
 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.

Except as expressly provided in this agreement, rights to access the software on this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

You may use remote access technologies in the software such as Remote Desktop to access the software remotely from another device. You are responsible for obtaining any licenses required for use of these protocols to access other software.

8. **DATA STORAGE TECHNOLOGY.** The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.
9. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.
- a. **Consent for Internet-Based Services.** The software features described below connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, visit <http://go.microsoft.com/fwlink/?linkid=34493>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

b. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Windows Update Feature. You may connect new hardware to the device when you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for
 - compatible online music services in your region;
 - new versions of the player; and
 - codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://www.microsoft.com/windows/windowsmedia/player/11/privacy.aspx>

- Malicious Software Removal/Clean On Upgrade. Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>.
- Network Connectivity Status Icon. This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.

- Windows Time Service. This service synchronizes with time.windows.com once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
 - use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
 - configure your firewall to always enable IPv6 connectivity

by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".

- Windows Rights Management Services. The software contains a feature that allows you to create content that cannot be printed, copied or sent to others without your permission. You must connect to Microsoft to use this feature for the first time. Once a year, you must re-connect to Microsoft to update it. For more information, go to <http://go.microsoft.com/fwlink/?LinkId=52646>. You may choose not to use this feature.
 - b. Use of Information. Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
 - c. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.
10. **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 <http://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 <http://go.microsoft.com/fwlink/?LinkID=66406>.
 11. **ALTERNATIVE VERSIONS**. 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.
 12. **NOTICES ABOUT THE MPEG-4 VISUAL STANDARD**. The software may include MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, CO 80206; www.mpegla.com.

13. **NOTICE ABOUT THE VC-1 VISUAL STANDARD**. This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:
 THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; <http://www.mpegla.com>.

14. **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE**

- a. **Secondary Boot Copy.** If a secondary boot copy of the server software is installed on the server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.
- b. **Recovery Copy.** You may use recovery copy solely to repair or reinstall the server software on the server.

APPROVED ADDITIONAL TEXT IF EMBEDDED SYSTEM IS AUTHORIZED TO BE LEASED UNDER THE SIEMENS LICENSE AGREEMENT:

15. **LEASED HARDWARE.** If you lease the server from Siemens, the following additional terms shall apply: (i) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the server; and (iii) you may not use the software after your lease terminates, unless you purchase the server from Siemens.
16. **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.
17. **PRODUCT SUPPORT.** Contact Siemens for support options. Refer to the support number provided with the device.
18. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
19. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Siemens' software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
20. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
21. **NOT FAULT TOLERANT.** **The software is not fault tolerant. Siemens installed the software on the device and is responsible for how it operates on the device.**
22. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
23. **NO WARRANTIES FOR THE SOFTWARE.** **The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Siemens and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**
24. **LIABILITY LIMITATIONS.** **You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to:

- anything related to the software, services, content (including code) on third party internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

25. **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.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2008 R2 FOR EMBEDDED SYSTEMS STANDARD

These license terms are an agreement between you and Siemens Medical Solutions USA, Inc.

Please read them. They apply to the software named above, which includes the media on which you received it, if any. Printed paper license terms, which may come with the software, take the place of any on-screen license terms. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer or installer, licenses those to you.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, CONTACT THE MANUFACTURER OR INSTALLER TO DETERMINE ITS RETURN POLICY FOR A REFUND OR CREDIT.

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 that server or device.

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

OVERVIEW.

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.

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.

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.

TERMS SPECIFIC TO SERVER + CLIENT ACCESS LICENSE MODEL

Assignment of the License to the Server. The software license is permanently assigned to the server with which you acquired the software. If you run the software on a hardware partition, that partition is the server to which the license must be assigned. 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.

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.

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

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

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- 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).

Client Access Licenses (CALs).

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.

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.

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.

TERMS SPECIFIC TO PER PROCESSOR LICENSE MODEL.

Licensing a Server. The manufacturer or installer has determined the required number of software licenses and assigned those licenses to the server with which the software was distributed as described below.

Determining the Number of Licenses Required. 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.

Assignment of the Required Number of Licenses to the Server. The software license(s) are permanently assigned to the server with which you acquired the software. If you run the software on a hardware partition, that partition is the server to which the license must be assigned. 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.

Running Instances of the Server Software. For each server that has been 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.

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

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- 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).

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.

ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

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.

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.

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.

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.

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.

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Part 2. Microsoft terms and conditions that apply to if you acquire workstation hardware from Siemens

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