MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2012 R2 STANDARD (2 CPU)

These license terms are an agreement between you and:

·　　the server manufacturer that distributes the software with the server; or

·　　the software installer that distributes the software with the server.

Please read them. They apply to the software included on this server, which includes the media on which you received the software.

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. Printed paper license terms, which may come with the software, take the place of any on-screen license terms.

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.

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 for each software license you acquire.

1.　**OVERVIEW.**

　　a.　**Software.** The software includes:

　　　　·　　server software; and

　　　　·　　additional software that may only be used with the server 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;

·   the server software functionality accessed; and

·   the number of processors in the physical hardware.

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 that 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 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.   **Licensing a Server.** The manufacturer or installer has determined a certain number of server software licenses and assigned those licenses to the server with which the software was distributed. Before you run instances of the server software on the server, you must determine the number of software licenses required as described below. You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging.

   b.   **Determining the Number of Licenses Required.** This license covers up to two physical processors. In order to determine how many licenses you need for each server, you must count the number of physical processors on the server, divide that number by two, and round up to the nearest whole number.

   c.   **Assignment of the Required Number of Licenses to the Server.**   The software license is permanently assigned to the server with which you acquired the software. That server is the licensed server for such license. A hardware partition or blade is considered to be a separate server. You may not assign the same license to more than one server.

   d.   **Running Instances of the Server Software.**

      i.   You may run, at any one time:

         ·   one instance of the server software in one physical operating system environment, and

         ·   for each license assigned to the server, up to two instances of the server software in virtual operating system environments (only one instance per virtual operating system environment).

      ii.   If you run all 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.

   e.   **Server Repartitioning.** You may reassign licenses when you:

      ·   reallocate physical processors from one licensed hardware partition to another;

· create two or more partitions from one licensed hardware partition;

· create one partition from two or more licensed hardware partitions

as long as (i) prior to repartitioning, each hardware partition is fully licensed, and (ii) the total number of licenses and physical processors remains the same.

f. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software**.** For a list of additional software, visit http://go.microsoft.com/fwlink/?LinkId=290987.

g. **Creating and Storing Instances on Your Servers or Storage Media.** For each software license you acquire, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

h. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.

i. **Processor Rights.** You may use the server software with up to two processors of the server at any one time.

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

a. **Specific Use.** The manufacturer 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. **Windows Server 2012 Client Access Licenses (CALs).**

i. You must acquire and assign the appropriate 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.

· You do not need CALs for any instance running in a physical operating

system environment used solely to:

- · run hardware virtualization software;

- · provide hardware virtualization services;

- · run software to manage and service operating system environments on the licensed server.

- · Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

ii. Some server software functionality requires additional CALs, as listed below.

- · Windows Server 2012 R2 Remote Desktop Services: Windows Server 2012 Remote Desktop Services CAL

- · Windows Server 2012 R2 Active Directory Rights Management Services: Windows Server 2012 Active Directory Rights Management Services CAL

iii. **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.

iv. **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.

v. **Windows Server 2012 R2 Remote Desktop Services.** In addition to a Windows Server 2012 CAL, you must acquire a Windows Server 2012 Remote Desktop Services CAL for each user or device that (i) directly or indirectly accesses the Remote Desktop Services functionality or (ii) directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). For more information about Windows Server 2012 Remote Desktop Services CALs, visit http://go.microsoft.com/fwlink/?LinkId=294095.

vi. **Windows Server 2012 Active Directory Rights Management Services CALs.** In addition to a Windows Server 2012 CAL, you must acquire a Windows Server 2012 Active Directory Rights Management Services CAL for each user or device

that directly or indirectly accesses the Windows Server 2012 R2 Active Directory Rights Management Services functionality.

    vii. The server software can be used in either "per device or per user" mode or "per server" mode. In "per device or per user" mode, you need a Windows Server 2012 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In "per server" mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2012 CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time. You may change the mode only one time, from "per server" to "per device or per user." If you do, you will retain the same number of Windows Server 2012 CALs.

c. **Multiplexing.** Hardware or software you use to:

· pool connections,

· reroute information,

· reduce the number of devices or users that directly access or use the software,

· reduce the number of devices or users the software directly manages,

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

d. **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 print content.

d. **Icons, images, and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds, and media provided with the software are for your non-commercial use only.

e. **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.

f. **Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

g. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system

environments on the server.

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. For more information, see www.microsoft.com/piracy/. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **The manufacturer should have activated the software for you. Unless the software is activated, you have no right to use the software.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** 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. **The software will remind you to activate it until you do**.

5. **VALIDATION.**

    a. If the manufacturer 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 and 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. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

Consent for Internet-Based Services. The software features described below and in the Windows Server Privacy Highlights 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=280262. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

· 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, the name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based services available to you.

  · Windows (or Microsoft) Update Feature. You may connect new hardware to the device where the software is installed. 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 install 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. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

  · 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, visit www.microsoft.com/windows/windowsmedia/player/12/privacy.aspx.

·　　Network Awareness. 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 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 Server 2012 R2 Active Directory 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, visit www.microsoft.com/rms. You may choose not to use this feature.

· Accelerators. When you click on or move your mouse over an Accelerator in Internet Explorer, any of the following may be sent to the service provider:

· the title and full web address or URL of the current webpage,

· standard computer information, and

· any content you have selected.

If you use an Accelerator provided by Microsoft, the information sent is subject to the Microsoft Online Privacy Statement, which is available at http://go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided by a third party, use of the information sent will be subject to the third-party's privacy practices.

7. **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.

8. **MICROSOFT .NET 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.

9. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you

some rights to use the software. The manufacturer or installer, and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see the software documentation. You may not:

· work around any technical limitations in the software;

· reverse engineer, decompile, or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

· use the software's files and components within another operating system or application running on another operating system;

· make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

· publish the software for others to copy;

· rent, lease or lend the software; or

· use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

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

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

12. **DOWNGRADE.** If the software version installed on the server is a version prior to MICROSOFT WINDOWS SERVER 2012 FOR EMBEDDED SYSTEMS R2 STANDARD, you may store and use such earlier version of the software. This agreement applies to your use of the earlier version of the software; for the avoidance of doubt, by using the downgrade you will not have the right to store or use a greater number of instances of the software than are permitted under this agreement . If the earlier version includes different components not covered in this agreement, the terms that are associated with those components in the earlier version of this edition applies to your use of it.

13. **PROOF OF LICENSE.** If you acquired the software on the server, a disc, or other media, your proof of license is the genuine Certificate of Authenticity label that comes with the server. To be valid, this label must be affixed to the server or appear on the manufacturer's or installer's software packaging. Certificate of Authenticity labels for additional licenses will be affixed to packaging by the manufacturer or installer. If you receive the label in any other manner, it is invalid. You should keep the label on the server or retain any labels on

the packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

14. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the licensed server, all Certificate of Authenticity label(s), any additional licenses included with the server, and this agreement, directly to a third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software.

15. **NOTICE ABOUT THE H.264/AVC VIDEO STANDARD AND THE VC-1 VIDEO STANDARD.** This software includes H.264/ AVC and VC-1 visual compression technology. MPEG LA, L.L.C. requires this notice:

    THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE H.264/AVC AND 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 SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

    If you have questions about the Video Standards, further information may be obtained from MPEG LA, L.L.C.; see www.mpegla.com.

16. **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.

17. **SUPPORT SERVICES.** Contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx.

18. **RESTRICTED USE**. The Microsoft software was not designed for systems that require fault-tolerant performance. You may not use the Microsoft software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

19. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, and Internet-based services and support services that you use, are the entire agreement for the software and support services.

20. **APPLICABLE LAW.**

a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

21. **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.

22. **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, the manufacturer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**

23. **LIMITATION ON AND EXCLUSION OF DAMAGES.   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. Except for any refund the manufacturer or installer may provide, you cannot recover any 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:

·   repair, replacement, or a refund for the software does not fully compensate you for any losses; or

·   the manufacturer or installer, or Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental,

consequential, or other damages.

24. **FOR AUSTRALIA ONLY.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

    Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

    For further information regarding this warranty and to claim expenses in relation to the warranty (if applicable), please contact the manufacturer or installer; see the contact information provided in the system packaging.

25. **APPROVED ADDITIONAL TEXT IF EMBEDDED SYSTEM IS AUTHORIZED TO BE LEASED UNDER THE OEM LICENSE AGREEMENT:**

    LEASED HARDWARE.   If you lease the server from the manufacturer the following additional terms shall apply: (a) 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; (b) your rights to any software upgrades shall be determined by the lease you signed for the server; and (c) you may not use the software after your lease terminates, unless you purchase the server from the manufacturer.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2014 STANDARD FOR EMBEDDED SYSTEMS

These license terms are an agreement between you and:

- the server manufacturer that distributes the software with the server; or

- the software installer that distributes the software with the server.

Please read them. They apply to the software included on the server, which includes the media on which you received the software, if any.

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. Printed paper license terms, which may come with the software, take place of any on-screen license terms.

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 REFUND POLICY FOR A REFUND OR CREDIT.

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 2014 (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.

<p style="text-align:center">*******</p>

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:**
       (a) Core License Model **– the number of physical and/or virtual cores in the server; or**
       (b) 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:

   (i) one physical operating system environment;

   (ii) 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.

- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2.   USE RIGHTS FOR CORE LICENSE MODEL.

2.1   Licensing a Server. **The manufacturer or installer has determined a certain number of server software licenses and assigned those licenses to the server with which the software was distributed. Before you run instances of the server software on a server, you must determine the number of software licenses required based on the options described below. You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.**

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 multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

(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 of 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   Assignment of the Required Number of Licenses to the Server.

(a) **The software licenses are permanently assigned to the server with which you acquired the software. That server 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) **You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.**

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 that is assigned 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 that is assigned 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. You may use the additional software only with the server software directly, or indirectly through other additional software.**

- Client Tools Connectivity

- Documentation Components

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   Assignment of the License to the Server.

(a) **The software license is permanently assigned to the server with which you acquired the software. 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) **You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.**

3.2   Running Instances of the Server Software. **For each software license assigned 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.**

3.3   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. You may use the additional software only with the server software directly, or indirectly through other additional software.

- **Client Tools Connectivity**

- Documentation Components

3.4 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).**

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

(a) Initial Assignment of CALs**. You must acquire and assign a SQL Server 2014 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 Specific Use.   **The manufacturer or installer designed this server for a specific use. You may only use the software for that use.**
You may only use the software with the integrated software application or suite of applications installed by the manufacturer or installer on the system ("Integrated Application").

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 preventative maintenance for this server.

4.2   Alternative Versions and Editions. **In place of any permitted instance, you may create, store and use an instance of any earlier version, if the earlier version is installed by the manufacturer or installer.**

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. Neither the manufacturer or installer, nor Microsoft is 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.   **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 APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done 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 APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:**

- **Bing Maps APIs to provide sensor based guidance/routing, or**

- **any Road Traffic Data or Bird's Eye Imagery (or associated metadata).**

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/fwlink/?LinkId=21969 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

4.7   Included Microsoft Programs. **The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=298186, which are**

licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms associated with a program, you may not use that program.

4.8   Runtime-Restricted Use Software.   **The software is "Runtime Restricted Use" software. You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases, or tables. You also may not use the software with existing applications, databases, or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.**

5. 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.

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

7. BENCHMARK TESTING. You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

8. .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

9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at 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.

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- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the software, including any application programming interfaces included in the software, for others to copy;

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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.

11. BACKUP COPY, SECONDARY BOOT COPY, AND RECOVERY COPY.

11.1 **Back Up Copy.** You may make one backup copy of the software media. You may use it only to create instances of the software.

11.2 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.**

11.3 **Recovery Copy.** You may use recovery copy solely to repair or reinstall the server software on the server

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

13. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fault-tolerant performance. You may not use the Microsoft software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

14. **LEASED HARDWARE.** If you lease the server from the manufacturer or installer, the following additional terms shall apply:

    (a) 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;

    (b) your rights to any software upgrades shall be determined by the lease you signed for the server; and

    (c) you may not use the software after your lease terminates, unless you purchase the server from the manufacturer or installer.

15. **GENUINE PROOF OF LICENSE.** If you acquired the software on the server, a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies the licensed software. To be valid, this label must be affixed to the server or appear on manufacturer's or installer's software packaging Certificate of Authenticity labels for additional licenses will be affixed to packaging by the manufacturer or installer. If you receive the label in any other manner, it is invalid. You should keep the label on the server or retain any labels on the packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

16. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the licensed server, all Certificate of Authenticity label(s), any additional licenses included with the server, and this agreement directly to a third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software.

17. **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.

18. **SUPPORT SERVICES.** Contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx.

19. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

20. **APPLICABLE LAW.**

    20.1   United States. **If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.**

    20.2   Outside the United States. **If you acquired the software in any other country, the laws of that country apply.**

21. **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.

22. **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, the manufacturer or installer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

23. **LIMITATION ON AND EXCLUSION OF DAMAGES. EXCEPT FOR ANY REFUND THE MANUFACTURER OR INSTALLER MAY PROVIDE, YOU CANNOT RECOVER ANY 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

    - repair, replacement or a refund for the software does not fully compensate you for any losses, or

    - the manufacturer or installer, or Microsoft knew or should have known about the possibility of

the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

24. **FOR AUSTRALIA ONLY.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.For further information regarding this warranty and to claim expenses in relation to the warranty (if applicable), please contact the manufacturer or installer; see the contact information provided in the system packaging.