

Microsoft Volume Licensing

Services Provider Use Rights

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Introduction

The Services Provider Use Rights contained here detail how the products through the Microsoft Services Provider License Agreement (SPLA) may be used.

Effective Date

This edition of Microsoft Services Provider Use Rights is effective March 31, 2012.

HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

The license terms that apply to the use of a given licensed product are the Universal License Terms, the General Terms for the licensing model under which the product is licensed, and any Product-specific License Terms.

Universal License Terms

These are license terms that apply to every product (except where specifically noted in the General License Terms and/or Product-specific License Terms).

General License Terms

These are license terms that apply to all products licensed under a given model except where specifically noted in the Product-specific License Terms.

Product-specific License Terms

These are license terms that apply specifically to the product or products under which they are listed.

LICENSING MODELS

There are three licensing models: [Per Processor](#), [Subscriber Access License \(SAL\)](#) and the [Core Based Licensing model](#). Some products are available under one or more of these licensing models.

[Online Services](#) are available only under the Subscriber Access License model. The General License Terms and Product-specific License Terms for Online Service are listed in a separate section.

Products Licensed Under Both Licensing Models

You may license some products under a Per Processor and/or SAL licensing model or both. These products are:

- HPC Pack 2008 R2 Enterprise
- SQL Server 2008 R2 Standard, Enterprise, and Workgroup
- Windows HPC Server 2008 R2 Suite
- Windows Server 2008 R2 HPC Edition
- Windows Server 2008 R2 Standard and Enterprise
- Microsoft Dynamics AX 2012
- Microsoft Dynamics C5 2012
- Microsoft Dynamics GP 2010 R2
- Microsoft Dynamics NAV 2009 R2
- Microsoft Dynamics SL 2011

PRIOR EDITIONS OF THE MICROSOFT SERVICES PROVIDER USE RIGHTS DOCUMENT

These Services Provider Use Rights generally cover the most recent version of products that are available worldwide. For license terms for products that no longer appear in this edition of the Microsoft Services Provider Use Rights, you will need to review a previous edition. To find the last edition of Microsoft Services Provider Use Rights document in which a product appeared, you can review the list maintained at <http://www.microsoftvolumelicensing.com/userights/DocumentSearch.aspx?Mode=3&DocumentTypeId=2>. If you do not have the edition of the Microsoft Services Provider Use Rights document you need, please contact your Microsoft Account Manager.

Notwithstanding the foregoing, the older and the most recent versions of SQL will be made available until December 31, 2012. After December 31, 2012, the older versions will be removed from the Services Provider Use Rights and Price List.



CLARIFICATIONS AND SUMMARY OF CHANGES

We designed these Services Provider Use Rights to help you license and manage Microsoft products. For use of any existing product, you may refer to these or any prior update to the product use rights that applied to your use of that product. Below we identify additions, deletions and other changes to the product use rights. Clarifications are also provided in response to Customers' questions. These clarifications reflect existing Microsoft licensing policies.

Additions	Deletions
<ul style="list-style-type: none"> Core Infrastructure Server (CIS) Suite Standard Forefront Identity Manager 2010 R2 System Center 2012 DataCenter 	<ul style="list-style-type: none"> Forefront Identity Manager 2010 System Center Configuration Manager 2007 R3 with SQL Server 2008 Technology
<ul style="list-style-type: none"> System Center 2012 Standard 	<ul style="list-style-type: none"> System Center Data Protection Manager 2010
<ul style="list-style-type: none"> System Center 2012 Client Management Suite 	<ul style="list-style-type: none"> System Center Operations Manager 2007 R2
<ul style="list-style-type: none"> SQL Server 2012 	<ul style="list-style-type: none"> System Center Operations Manager 2007 R2 with SQL Server 2008 Technology
	<ul style="list-style-type: none"> System Center Service Manager 2010
	<ul style="list-style-type: none"> System Center Service Manager 2010 with SQL Server 2008 Technology
	<ul style="list-style-type: none"> System Center Virtual Machine Manager 2008 R2
	<ul style="list-style-type: none"> Windows Embedded Device Manager 2011 with SQL Server 2008 Technology
	<ul style="list-style-type: none"> Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2
	<ul style="list-style-type: none"> Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2 with SQL Server 2008 R2 Technology
	<ul style="list-style-type: none"> Windows 7 Professional Upgrade

CHANGES

Lync Server 2010 Standard and Enterprise

We modified the terms of the Lync Server 2010 to clarify that Productivity Suite SAL is per user only.

System Center Products

We updated the license terms for all System Center products to be made available under the Per Processor model.

Microsoft Dynamics AX 2012

We updated the license terms to reintroduce the Point of Sale (POS) Device SAL.

Desktop Application SALs

We have removed Desktop Application Device SALs.

[Table of Contents](#) / [Universal License Terms](#)



Universal License Terms

These license terms apply to your use of all Microsoft software and online services licensed under your Services Provider License Agreement. Terms used and not defined in this Microsoft Services Provider Use Rights document have the meanings assigned to them in the Services Provider License Agreement.

Your Use Rights

If you comply with your Services Provider License Agreement, including these Services Provider Use Rights, you may use the software and online services only as expressly permitted in these Services Provider Use Rights.

Rights to Use Other Versions

License terms for products permit use of one or more copies or instances at a time. For all these products, for any permitted copy or instance, you may create, store and run in place of the version licensed, a copy or instance of a:

- prior version;
- different permitted language version; or
- different available platform version (for example, 32 bit or 64 bit).

You may not use different versions of different components, such as server software and additional software, unless the license terms for the product expressly permit you to do so.

Applicable Use Rights

The product use rights in the Services Provider Use Rights when Customer first provides software services with a version of a product remain in effect for the term of the agreement, subject to the following: (1) if Microsoft introduces a new version of a product and Customer uses the new version, Customer must abide by the use rights for the new version; and (2) if Customer provides software services with an earlier version of a product, the use rights for the version of the product in the Services Provider Use Rights when Customer first provides software services with the product under the current agreement will apply, provided that if the product has components that are not part of the version originally used, any subsequent use rights specific to those components will apply to those components.

“Cold” Disaster Recovery Rights

For each instance of eligible server software licensed in the Per Processor licensing model that you run in a physical or virtual operating system environment (or OSE) on a licensed server, you may temporarily run a backup instance in a physical or virtual operating system environment (or OSE) on a server dedicated to disaster recovery. The product use rights for the software and the following limitations apply to your use of software on a disaster recovery server:

- The server must be turned off except for (i) limited software self-testing and patch management, and (ii) disaster recovery.
- The server may not be in the same cluster as the production server.
- You may run the backup and production instances at the same time only while recovering the production instance from a disaster.

Rental Not Permitted

Rental of software is not permitted.

Third Party Software

If other terms come with a program licensed by a third party, those terms apply to your use of it.

Pre-release Code

If other terms come with pre-release code, those terms apply to your use of it.

Updates and Supplements

We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.

Technical Limitations

You must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not work around them. For more information, see www.microsoftvolumelicensing.com/userights/TechLimit.aspx.

Other Rights

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.



Documentation

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.

Product Activation

Some products and online services require activation and a Volume License key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section on <http://www.microsoft.com/licensing>. You are responsible for both the use of keys assigned to you and activation of products using your Key Management Service (KMS) machines. You should not disclose keys to third parties.

- If required for client software you can provide Volume License keys contained only on original media for applications requiring activation.
- You may use your KMS machines only to activate copies of the software licensed under your agreement.

KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

For more information, see <http://www.microsoft.com/licensing/existing-customers/product-activation.aspx>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You are not licensed to continue using the software after that time if you do not activate it. 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.

PROPER USE OF KMS

You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.

UNAUTHORIZED USE OF MAK OR KMS KEYS

Microsoft may take any of these actions related to unauthorized use of MAK or KMS keys: prevent further activations, deactivate, or otherwise block the key from activation or validation.

Key deactivation may require the Customer to acquire a new key from Microsoft.

Additional Functionality

We may provide additional functionality for the software or online services. Other license terms and fees may apply.

Using More than One Product or Functionality Together

You need a license for each product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need licenses for both Office and Windows. Likewise, to access Remote Desktop Services in Windows Server you need both a Windows Server SAL (or Windows Server Processor License) and a Remote Desktop Services SAL.

.NET Framework and PowerShell Software

Microsoft .NET Framework software and PowerShell software are part of Microsoft Windows. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Other products may also contain .NET Framework software or PowerShell Software. These license terms govern your use of that software.

License Terms for SQL Server Technology

These license terms apply if your edition of the software includes SQL Server Technology. You may run, at any one time, one instance of that technology in one physical or virtual operating system environment (or OSE) on one server to support that software.



You may also use that instance to support other products that include any version of SQL Server Technology. You do not need SQL Server SALs for all such use.

You may not share that instance to support any product that is not licensed with SQL Server Technology.

Consent to Use of Data

We may collect and use technical information gathered as part of support services, if any, related to the software. We may use this information to improve our products or to provide customized services or technologies to you and your customers. We will not disclose this information in a form that personally identifies you.

Third Party Internet Sites

You and your customers may link to third party Internet sites through the use of the products. We do not control the third party sites. We are not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. We are providing these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by us of the third party site.

No Transfer of Personally Identifiable Information

The products do not transmit any personally identifiable information from your server to Microsoft computer systems without your consent.

Benchmark Testing

SOFTWARE

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the server software or client software that comes with it. This does not apply to the .NET Framework (see below) or to the following products: Live Communications Server, Windows Server, and Windows Small Business Server. It, however, does apply to SQL Technology, if any, licensed with these products.

MICROSOFT .NET FRAMEWORK

The software may include one or more components of the .NET Framework (".NET Components"). If so, 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>.

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 <http://go.microsoft.com/fwlink/?LinkId=21969>.

You may not:

- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software; or
- publish the software, including any application programming interfaces included in the software, for others to copy; or
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

Multiplexing

Hardware or software you use to:

- pool connections;
- reroute information;
- reduce the number of devices or users that directly access or use the product; or
- reduce the number of operating system environments (or OSEs), devices or users the product directly manages,

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



Distributable Code

The software or online service may include code that you are permitted to distribute in programs you develop (also known as redistribution software) if you comply with the terms below. For purposes of this subsection, “you” and “your” also includes your End Users.

RIGHT TO USE AND DISTRIBUTE

The code and text files listed below are “Distributable Code.” These Service Provider Use Rights may provide rights to other Distributable Code.

- **REDIST.TXT Files:** You may copy and distribute the object code form of code listed in REDIST.TXT files.
- **Sample Code:** You may modify, copy, and distribute the source and object code form of code marked as “sample.”
- **OTHER-DIST.TXT Files:** You may copy and distribute the object code form of code listed in OTHER-DIST.TXT Files.
- **Third Party Distribution:** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- **Silverlight Libraries:** Copy and distribute the object code form of code marked as “Silverlight Libraries”, Silverlight “Client Libraries” and Silverlight “Server Libraries”;

Additional license terms for all Visual Studio Products

The software may also contain the following Distributable Code. You may:

- **Microsoft Merge Modules:** Copy and distribute the unmodified output of Microsoft Merge Modules;
- **REDIST.TXT Files:** Copy and distribute files listed in the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=165518>;
- **Sample Code:** Modify, copy, and distribute source and object code form of code marked as “Code Snippet”;
- **Image Library:** Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- **Templates and Site Templates:** Modify, copy, deploy and distribute the source and object code form of templates and code marked as “site templates”;
- **Fonts:** Distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font;
- **Styles:** Copy, modify and distribute the object code form of code identified as “X Styles”;
- **Icons:** Distribute unmodified copies of code marked as “icons”;
- **Setup Program:** Distribute distributable code included in a setup program only as part of that setup program. You may not modify it.
- **EXTENSIBILITY KIT Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions:** Copy and distribute the source and object code form of the code marked as “Extensibility Kit”; and
- **Access Runtime Files:** Copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Plus 2010 or Microsoft Office Access 2010 software. You and your End Users may only use these files to provide database features for your non-database management programs.

DISTRIBUTION REQUIREMENTS

For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and end users to agree to terms that protect it at least as much as your Services Provider License Agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys’ fees, related to the distribution or use of your programs.

DISTRIBUTION LIMITATIONS

You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft’s trademarks in your programs’ names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code, other than code listed in OTHER-DIST.TXT files, to run on a platform other than Microsoft operating systems, run-time technologies or application platforms;



- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

THE FOLLOWING LICENSE TERMS APPLY TO YOUR USE OF THE PRODUCTS

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 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 (“OSE”)

Operating System Environment (OSE) means all or part of an operating system instance (see “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 OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs.

PHYSICAL OSE means an OSE (see “Operating System Environment (OSE)”) that is configured to run directly on a physical hardware system. The operating system instance (see “Instance”) used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical OSE.

VIRTUAL OSE means an OSE (see “Operating System Environment (OSE)”) that 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.

Assigning a License

To assign a license means simply to designate that license to one device or user.

No Separation of Software

You may not separate the 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.

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 OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying 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.



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.

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Per Processor License Model

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GENERAL TERMS

Licensing a Server

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

DETERMINING THE NUMBER OF LICENSES REQUIRED

The number of licenses required is based on either the total number of physical processors on the server (as described in Option 1 below) or the number of virtual and physical processors used (as described in Option 2 below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, you must follow Option 2.

Option 1: Unlimited Virtualization: Under this option, the number of licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. This option is available to you only for enterprise editions of the software.

Option 2: Licensing based on Processors Used: Under this option, the total number of licenses required for a server equals the sum of the licenses required under (a) and (b) below. This is the only option available to you for editions other than enterprise.

- A) To run instances of the server software in the physical OSE on a server, you need a license for each physical processor that the physical OSE uses.
- B) To run instances of the server software in virtual OSEs on a server, you need a license for each virtual processor* that each of those virtual OSEs uses. If a virtual OSE uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

*A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given virtual OSE on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of A) and B) below:

- A) one license for every X logical processors that virtual OSE uses
- B) one license if the number of logical processors it uses is not a whole number multiple of X

“X,” as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

Assigning the Required Number of Licenses to the Server

After you determine the number of licenses you need for a server, you must assign that number of licenses to that server. 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.



You may reassign a license, but not within 30 days of the last assignment. You may reassign a license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

Running Instances of the Server Software

Your right to run the software depends on the option used to determine the number of licenses required.

Option 1: Unlimited Virtualization: If you assign to a server licenses equal to the total number of physical processors on the server:

- You may run, at any one time, any number of instances of the server software in one physical and any number of virtual OSEs on that server.
- You do not need to license virtual processors.

Option 2: Licensing based on Processors Used: You may run, at any one time, any number of instances of the server software in physical and virtual OSEs on the licensed server. However, the total number of physical and virtual processors used by those OSEs cannot exceed the number of licenses assigned to that server.

Running Instances of the Client Software

You may run or otherwise use any number of instances of the client software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of your devices or your customer's. You and your customers may use the client software only with the server software directly or indirectly through other client software.

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 client software.
- You may store instances of the server software and client software on any of your servers or storage media.
- You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).

Additional Licensing Requirements and/or Use Rights

NO SUBSCRIBER ACCESS LICENSES (SALs) REQUIRED FOR ACCESS

You do not need SALs for other devices to access your instances of the server software.

DISTRIBUTABLE CODE

You may use Distributable Code as described in the Universal License Terms.

MANAGEMENT PACKS

The software may contain Management Packs. The license terms for the applicable System Center product in the Per Processor or SAL licensing model section of these product use rights apply to your use of these Management Packs.

License Mobility within Server Farms

Note: Applicable only to products designated as having License Mobility Within Server Farms in the Product-specific License Terms section below.

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may determine the number of licenses you need, assign those licenses, and use the server software as provided in the General License Terms. Alternatively, you may apply the use rights below.

Server Farm. A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 30 days of the last assignment).

LICENSE REASSIGNMENT

Within a Server Farm: You may reassign licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to licenses assigned to servers located within the same server farm.



Across Server Farms: You may reassign licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 30 days of the last assignment).

DETERMINING THE NUMBER OF LICENSES REQUIRED

Despite anything to the contrary in General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by OSEs in which instances of the software are running.

RUNNING INSTANCES OF THE SERVER SOFTWARE IN A SERVER FARM

For all server software covered under License Mobility with the exception of SQL Server 2008 R2 Enterprise: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of operating system environments (or OSEs) within a server farm. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

For SQL Server 2008 R2 Enterprise: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in up to four operating system environments (or OSEs) within a server farm for each software license assigned. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

ALTERNATIVE METHOD OF COUNTING

Instead of counting the number of physical processors supporting virtual OSEs, you may count the number of virtual processors being used by virtual OSEs in which instances are running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each of the underlying physical processors. You must assign a number of licenses equal to the sum of the greatest number of:

- virtual processors at any one time used by virtual OSEs in which instances of software are running and
- physical processors at any one time used by physical OSEs in which instances of software are running

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PRODUCT-SPECIFIC LICENSE TERMS

BizTalk Server 2010 Branch Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

You may run instances of the software on licensed servers only at the endpoint of your internal network (or edge of your organization). You may do so to connect business events or transactions with activities processed at that endpoint. No licensed server may:

- act as the central node in a “hub and spoke” networking model,
- centralize enterprise-wide communications with other servers or devices; or
- automate business processes across divisions, business units, or branch offices.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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BizTalk Server 2010 Enterprise Edition

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License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))



Additional Terms:**.NET FRAMEWORK SOFTWARE**

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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BizTalk Server 2010 Standard Edition

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License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:**NETWORKED CLUSTERS**

The server software may not be used on a server that is part of a networked cluster, or in an OSE that is part of a networked cluster of OSEs on the same server.

MASTER SECRET SERVER

The Master Secret Server software may not be used on a server that is part of a networked cluster, or in an OSE that is part of a networked cluster of OSEs on the same server. It cannot be shared by more than one OSE in which you run the server software.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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Commerce Server 2009 R2 Enterprise Edition

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License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

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Commerce Server 2009 R2 Standard Edition

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License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

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Core Infrastructure Server Suite Datacenter

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License Mobility Within Server Farms: **No**

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Client/Additional Software: **No**

Additional Terms:

PRODUCT SUITE

Core Infrastructure Server Suite Datacenter includes the rights to use multiple products. The license provides rights to use software on a server and to manage software running on that server. The same products are also available under individual software and management licenses as described in other sections of these product use rights. You are entitled to the use of the products included in the suite as permitted in this section.

By acquiring a license for Core Infrastructure Server Suite Datacenter, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the products included in the product suite.

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Your access and use of CIS software is governed by the applicable license terms for the CIS software as modified by these license terms. You need to assign a license for each physical processor on each server on which you run CIS software.

CIS SOFTWARE INCLUDED

- Windows Server Datacenter
- System Center Datacenter

Windows Server Datacenter: You may run any number of instances of the Windows Server Datacenter in any number of operating system environments (or OSEs) on each licensed server.

Management Licenses: You are deemed to have assigned to the licensed server System Center Datacenter licenses equal to the number of CIS Suite Datacenter licenses assigned to the server.

- You may use the System Center software included in the CIS Software to manage any OSE on any of your devices not licensed with CIS Suite so long as you or your users separately acquire and assign management licenses as contemplated in the Services Provider Use Rights or Volume Licensing Product Use Rights as applicable for that software.

ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these Service Provider Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the Service Provider Use Rights.
- All other requirements as set forth in the Service Provider Use Rights, remain in full force and effect.

Core Infrastructure Server Suite Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **No**

Additional Terms:

PRODUCT SUITE

Core Infrastructure Server Suite Standard includes the rights to use multiple products. The license provides rights to use software on a server and to manage software running on that server. The same products are also available under individual software and management licenses as described in other sections of these product use rights. You are entitled to the use of the products included in the suite as permitted in this section.

By acquiring a license for Core Infrastructure Server Suite Standard, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the products included in the product suite.

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APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the CIS software as modified by these license terms. You need to assign a license for each physical processor on each server on which you run CIS software.

CIS SOFTWARE INCLUDED

- Windows Server Standard
- System Center Standard

Windows Server Standard: For each license of CIS Suite Standard that you assign to a server, you may run on the licensed server, at any one time:

- One instance of Windows Server Standard in one physical OSE
- One instance of Windows Server Standard in one virtual OSE

If you run the maximum permitted number of instances (physical and virtual), the instance running in the physical OSE may be used only to:

- Run hardware virtualization software
- Provide hardware virtualization services
- Run software to manage and service OSEs on the licensed server

Management Licenses: You are deemed to have assigned to the licensed server System Center Standard licenses equal to the number of CIS Suite Standard licenses assigned to the server.

- You may use the System Center software included in the CIS Software to manage any OSE on any of your devices not licensed with CIS Suite so long as you or your users separately acquire and assign management licenses as contemplated in the Services Provider Use Rights or Volume Licensing Product Use Rights as applicable for that software.

ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these Service Provider Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the Service Provider Use Rights.
- All other requirements as set forth in the Service Provider Use Rights, remain in full force and effect.

Forefront Threat Management Gateway 2010 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **Yes** (see [General Terms](#))

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

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Forefront Threat Management Gateway 2010 Standard

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See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

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HPC Pack 2008 R2 Enterprise

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License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:



CLUSTERED HPC APPLICATIONS

“Clustered HPC applications” is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

CLUSTER NODE

A “cluster node” is a device that is dedicated to running clustered HPC applications or provides job scheduling services for clustered HPC applications.

Assigning the License to a Device

You may assign the license to a cluster node.

HPC SERVICES FOR EXCEL 2010

You may run one instance of HPC Services for Excel 2010 on the licensed device.

NUMBER OF LICENSES REQUIRED

The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:

- one instance of the server software in one physical operating system environment (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE)

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

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Microsoft Dynamics AX 2012

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License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

COMPONENTS

You may only run instances of discrete pieces of functionality known as components on a per Processor basis along with your selected SAL edition. We may modify the list of components. For details on the Additional components available, please see <http://www.explore.ms>.

For those Components licensed under the Processor License model you need to only license and report one Processor License per “system database,” regardless of how many processors are used. A “system database” means the underlying database that controls your users and financial reporting units.

Examination requirements

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In order to install and use the functionality of the software products, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at <http://www.explore.ms> or as provided by your software products reseller.

Localizations and Translations

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The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

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Microsoft Dynamics C5 2012

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Only for use in Iceland and Denmark

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

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Microsoft Dynamics GP 2010 R2

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Microsoft Dynamics SL 2011

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Localizations and Translations

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Provisioning System

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License Mobility Within Server Farms: **No**See Applicable Notice: **No**Client/Additional Software: **No****Additional Terms:****RUNNING INSTANCES OF THE SERVER SOFTWARE**

You may run any number of instances of the server software on a server that is running Windows 2003 Editions. You may not separate component parts of the server software for use on more than one server.



MODIFICATION

You may modify, solely for integration with your other internal computer and server systems, only product files that are either (i) identified as .xml or .asp files, or (ii) not installed on the server as part of the product's setup program. Any permitted modifications you make to the product are not covered by the limited warranty in the services provider license agreement.

[Table of Contents](#) / [Universal License Terms](#)

Search Server 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **No**

[Table of Contents](#) / [Universal License Terms](#)

SharePoint Server 2010 for Internet Sites Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **Yes**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

All content, information, and applications accessible by internal users must also be accessible to external users. Servers that provide content, information, and applications that are limited to internal users, must be licensed with SharePoint Server 2010. "External users" means users that are not either (i) your customer's employees, or (ii) your customer's onsite contractors or agents. All other users are "internal users."

RUNNING INSTANCES OF THE SERVER SOFTWARE

Despite anything to the contrary in the General License Terms, SharePoint Server 2010 for Internet Sites is not eligible to be licensed under the Unlimited Virtualization option (described as option (1)). You must use the Licensing based on Processors Used option (described as option (2)) to license SharePoint Server 2010 for Internet Sites Enterprise.

FAST SEARCH SERVER 2010

FAST Search Server 2010 is not part of the SharePoint Server 2010 for Internet Sites Enterprise license; you may not use FAST Search Server 2010 as part of your SharePoint Server 2010 for Internet Sites Enterprise application.

[Table of Contents](#) / [Universal License Terms](#)

SQL Server 2008 R2 Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **Yes**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

You need a software license for each physical processor on the server.

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. You may run on the licensed server instances of Enterprise or Standard in place of Datacenter in any of the operating system environments (or OSEs).

FAIL-OVER SERVERS

For any operating system environment (or OSE) 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 (or OSE) for temporary support. The number of physical and virtual processors used in that separate operating system environment (or OSE) must not exceed the number of



physical and virtual processors used in the corresponding operating system environment (or OSE) in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

[.NET FRAMEWORK SOFTWARE](#)

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

SQL Server 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **Yes**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

[RUNNING INSTANCES OF THE SERVER SOFTWARE.](#)

If you assign software licenses equal to the total number of physical processors on the server you may run the server software in only up to four operating system environments (or OSEs) on the server for each license assigned without regard to the number of physical and virtual processors used. You may run on the licensed server instances of Standard in place of Enterprise in any of these operating system environments (or OSEs).

[SQL SERVER CONTROL POINT LIMITS](#)

You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point Utility in the server software at any one time.

[FAIL-OVER SERVERS](#)

For any operating system environment (or OSE) 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 (or OSE) for temporary support. The number of physical and virtual processors used in that separate operating system environment (or OSE) must not exceed the number of physical and virtual processors used in the corresponding operating system environment (or OSE) in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

[.NET FRAMEWORK SOFTWARE](#)

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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SQL Server 2008 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

[FAIL-OVER SERVERS](#)

For any OSE 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 OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

[.NET FRAMEWORK SOFTWARE](#)

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.



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SQL Server 2008 R2 Workgroup

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

SQL Server 2008 R2 Web

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

The software may be used only to support public and Internet accessible

- Web pages
- Web sites
- Web applications
- Web services

It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

System Center 2012 Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:



This license is applicable only to manage OSEs running server operating system software. You need a System Center 2012 Datacenter license for each physical processor in the device. Once you assign these licenses you may manage any number of server OSEs running on the device to which the System Center 2012 Datacenter licenses are assigned. System Center 2012 Datacenter licenses permit management by earlier versions of the System Center server software.

System Center 2012 Datacenter includes the right to access the System Center Endpoint Protection online service and related software. Please see the Online Services Section general terms of this Service Provider Use Rights for license terms related to this online service.

[.NET Framework Software](#)

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[SQL Server Technology](#)

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

[Management and Configuration Packs](#)

The software may contain management packs such as Management Packs, Configuration Packs, and Integration Packs. The license terms for client software under the “Running Instances of the Client Software” section above apply to your use of these Packs.

[No Copying or Distributing Data Sets](#)

You may not copy or distribute any data set (or any portion of a data set) included in the software.

[Windows Automated Installation Kit](#)

The server software may include the Windows Automated Installation Kit (WAIK). If so, the license terms below apply to your use of it.

Windows Pre-Installation Environment: You may install and use the Windows Pre-Installation Environment portion of WAIK for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager: You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. You may not use these portions of the software to back up your Windows operating system or for any other purpose.

[Included Microsoft Programs](#)

The software may contain one or more of the following Microsoft programs. The license terms that would apply to your use of these programs are found in the “SQLSERVERPROGRAMLICENSES” folder located on the DVD or within the “Licenses” folder in the installed location. If you do not agree to those license terms, do not use these programs.

- SQL Server Compact 3.5 with Service Pack 2
- SQL Server Data-Tier Application Framework 1.1
- SQL Server 2008 R2 Shared Management Objects
- System CLR Types for SQL Server 2008 R2
- SQL Server 2008 R2 Transact-SQL Language Service

The software may also contain other Microsoft programs. These license terms apply to your use of those programs.

[Site Hierarchy – Geographical View](#)

System Center 2012 Server Software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps API”). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. 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 API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata).

You may not remove, minimize, block or modify any of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,



- copyright,
- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.

[Table of Contents](#) / [Universal License Terms](#)

System Center 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

This license is applicable only to manage OSEs running server operating system software. You need a System Center 2012 Standard license for each physical processor in the device. Once you assign these licenses you may manage one server OSE per license running on the device to which the System Center 2012 Standard licenses are assigned. System Center 2012 Standard licenses permit management by earlier versions of the System Center server software.

System Center 2012 Standard includes the right to access the System Center Endpoint Protection online service and related software. Please see the Online Services Section general terms of this Service Provider Use Rights for license terms related to this online service.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

MANAGEMENT AND CONFIGURATION PACKS

The software may contain management packs such as Management Packs, Configuration Packs, and Integration Packs. The license terms for client software under the “Running Instances of the Client Software” section above apply to your use of these Packs.

NO COPYING OR DISTRIBUTING DATA SETS

You may not copy or distribute any data set (or any portion of a data set) included in the software.

WINDOWS AUTOMATED INSTALLATION KIT

The server software may include the Windows Automated Installation Kit (WAIK). If so, the license terms below apply to your use of it.

Windows Pre-Installation Environment: You may install and use the Windows Pre-Installation Environment portion of WAIK for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager: You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. You may not use these portions of the software to back up your Windows operating system or for any other purpose.

INCLUDED MICROSOFT PROGRAMS

The software may contain one or more of the following Microsoft programs. The license terms that would apply to your use of these programs are found in the “SQLSERVERPROGRAMLICENSES” folder located on the DVD or within the “Licenses” folder in the installed location. If you do not agree to those license terms, do not use these programs.

- SQL Server Compact 3.5 with Service Pack 2
- SQL Server Data-Tier Application Framework 1.1
- SQL Server 2008 R2 Shared Management Objects
- System CLR Types for SQL Server 2008 R2



- SQL Server 2008 R2 Transact-SQL Language Service

The software may also contain other Microsoft programs. These license terms apply to your use of those programs.

[SITE HIERARCHY – GEOGRAPHICAL VIEW](#)

System Center 2012 Server Software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps API”). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. 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 API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata).

You may not remove, minimize, block or modify any of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,
- copyright,
- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.

[Table of Contents / Universal License Terms](#)

Windows HPC Server 2008 R2 Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

Windows HPC Server 2008 R2 Suite includes the rights to use HPC Pack 2008 R2 for Enterprise and Windows Server 2008 R2 HPC Edition. The same products are also available under individual software licenses as described in other sections of these Services Provider Use Rights. You are entitled to the use of the products included in Windows HPC Server 2008 R2 suite as permitted in this section. By acquiring a license for Windows HPC Server 2008 R2 Suite you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software licenses for the products included in Windows HPC Server 2008 R2 suite.

[USING HPC PACK 2008 R2 ENTERPRISE SOFTWARE](#)

The license terms for HPC Pack 2008 R2 Enterprise apply to your use of the HPC Pack 2008 R2 Enterprise software.

[WINDOWS SERVER 2008 R2 HPC EDITION](#)

The license terms for Windows Server 2008 R2 HPC Edition apply to your use of the Windows Server 2008 R2 HPC Edition software.

[Table of Contents / Universal License Terms](#)

Windows Server 2008 R2 Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

[NUMBER OF LICENSES REQUIRED](#)

You need one software license for each physical processor on a server, which permits you to run on that server, at any one time,



- one instance of the server software in one physical operating system environment (or OSE), and
- any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

You may run on the licensed server an instance of Web, Standard or Enterprise in place of Datacenter in any operating system environment (or OSE).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

[Table of Contents](#) / [Universal License Terms](#)

Windows Server 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

NUMBER OF LICENSES REQUIRED

The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:

- one instance of the server software in one physical operating system environment (or OSE) , and
- four instances of the server software in virtual operating system environments (or OSEs). You may run only one instance per virtual operating system environment (or OSE). You may run an instance of Standard in place of Enterprise in any of these virtual operating system environments (or OSEs).

If you run all five permitted instances at the same time, the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) For each additional set of up to four instances of the server software that you run in virtual operating system environments (or OSEs), you need an additional software license for each physical processor on the server.



TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

[Table of Contents](#) / [Universal License Terms](#)

Windows Server 2008 R2 for Itanium-based Systems

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:**NUMBER OF LICENSES REQUIRED**

You need one software license for each physical processor on a server, which permits you to run on that server, at any one time,

- one instance of the server software in one physical operating system environment (or OSE), and
- any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.



MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

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Windows Server 2008 R2 HPC Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

CLUSTERED HPC APPLICATIONS

“Clustered HPC applications” is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

CLUSTER NODE

A “cluster node” is a device that is dedicated to running clustered HPC applications or provides job scheduling services for clustered HPC applications.

NUMBER OF LICENSES REQUIRED

The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:

- one instance of the server software in one physical operating system environment (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE)

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or
- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

Limitations on Use

You may run the server software:

- For the primary purpose of running a cluster node, and
- In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in the second bullet above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.



Windows Server 2008 R2 OEM Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **No**

Additional Terms:

You may only use the server software that is pre-installed on a server that you purchased. The server software must be either Windows Server 2008 R2 OEM Standard or Enterprise. The installation and use rights for the server software are governed by the Software License Terms that accompanied the pre-installed server software; provided however, that access rights to the server software as hosted, in providing software services, and use of the client software in connection with software services are governed by these product use rights.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES.

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES. You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES. You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

Windows Server 2008 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

NUMBER OF LICENSES REQUIRED

The total number of software licenses required for a server equals the sum of the software licenses required under i) and ii) below.

i) You need one software license for each physical processor on a server, which permits you to run on that server, at any one time:

- one instance of the server software in one physical operating system environment (or OSE) , and
- one instance of the server software in a virtual operating system environment (or OSE).

If you run an instance in the virtual operating system environment (or OSE), the instance of the server software running in the physical operating system environment (or OSE) may be used only to:

- run hardware virtualization software, or
- provide hardware virtualization services, or



- run software to manage and service operating system environments (or OSEs) on the licensed server.

ii) You need an additional software license for each physical processor on the server to run an additional instance of the server software in virtual operating system environments (or OSEs).

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). Please see the SAL licensing model section for a description of the SAL license.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

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Windows Web Server 2008 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **No**

Client/Additional Software: **No**

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Additional Terms:

NUMBER OF LICENSES REQUIRED

The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.

- To run one instance of the server software at any one time in either one physical operating system environment (or OSE) or one virtual operating system environment (or OSE) on a server, you need a software license for each physical processor on that server.
- To run each additional instance of the server software at any one time in either one physical operating system environment (or OSE) or one virtual operating system environment (or OSE), you need a software license for each physical processor on that server.

LIMITATIONS ON USE

You may use the software for the development and deployment of the Internet Web Solutions. "Internet Web solutions" are publicly accessible and consist solely of the following:

- Web pages
- Web sites
- Web applications
- Web services
- POP3 mail serving

You may use the software to run:



- Web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center agent);
- Database engine software (for example, Microsoft SQL Server) solely to support Internet Web solutions;
- The Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of the instance of the software

Any other usage of the software is not permitted.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

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Per Core License Model

SQL Server 2012 Enterprise
SQL Server 2012 Standard
SQL Server 2012 Web

Chyba! Záložka není definována.
Chyba! Záložka není definována.
Chyba! Záložka není definována.

GENERAL TERMS

There is one type of software license: the core license. The number of core licenses required varies. You have the rights below for each server you properly license. See [Universal License Terms](#), for meanings of “core factor,” “hardware thread,” “instance,” “OSE,” “physical core,” “physical OSE,” “physical processor,” “run an instances,” “virtual core,” and “virtual OSE.”

Licensing a Server

Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server.

DETERMINING THE NUMBER OF LICENSES REQUIRED

You have two licensing options:

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>.

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.

Assigning the Required Number of Licenses to the Server

After you determine the number of licenses you need for a server, you must assign that number of licenses to that server. 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.

You may reassign a license, but not within 30 days of the last assignment. You may reassign a license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

Running Instances of the Server Software

THE FOLLOWING APPLIES TO ENTERPRISE EDITIONS OF SERVER SOFTWARE

Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in the “Physical Cores of a Server” section above, you may run on the licensed server any number of instances of the server software in one physical and any number of virtual OSEs

Individual Virtual OSE. For each virtual OSE for which you have assigned the required number of licenses as provided in the “Individual Virtual OSE” section above, you have the right to run any number of instances of the server software in that virtual OSE.

THE FOLLOWING APPLIES TO STANDARD AND WEB EDITIONS OF SERVER SOFTWARE

Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in the “Physical Cores of a Server” section above, you may run on the licensed server any number of instances of the server software in the physical OSE.

Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in the “Individual Virtual OSE” section above, you have the right to run any number of instances of the software in that virtual OSE.



Running Instances of the Additional Software

You may run or otherwise use any number of instances of the corresponding additional software listed in [Appendix 1](#) in physical or virtual OSEs on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

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 client software.
- You may store instances of the server software and client software on any of your servers or storage media.
- You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).

Additional Licensing Requirements and/or Use Rights

NO SUBSCRIBER ACCESS LICENSES (SALS) REQUIRED FOR ACCESS

You do not need SALS for other devices to access your instances of the server software.

DISTRIBUTABLE CODE

You may use Distributable Code as described in the Universal License Terms.

License Mobility within Server Farms

Note: Applicable only to products designated as having License Mobility Within Server Farms in the Product-specific License Terms section below.

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may reassign core licenses as provided in the General License Terms. Alternatively, you may reassign those licenses as provided below.

Server Farm. A server farm consists of up to two data centers each physically located:

- in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data center may be part of only one server farm. You may reassign a data center from one server farm to another, but not on a short-term basis (i.e., not within 30 days of the last assignment).

- **Within a server farm.** You may reassign core licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to core licenses assigned to servers located within the same server farm.
- **Across server farms.** You may reassign core licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 30 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

SQL Server 2012 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **Yes**

See Applicable Notice: **Automatic Updates** (See Appendix 2)

Client/Additional Software: **Yes** (see [Appendix 1](#))

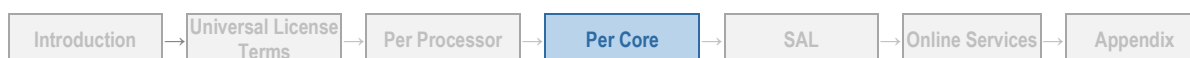
Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of the 2008 R2 version of SQL Server Datacenter edition of the software, or a 2012 or earlier version of the following editions of the software: Business Intelligence, Standard, Workgroup, or Standard Edition for Small Business.

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you licensed the server software under the “Physical Cores of a Server” section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the



number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under the “Individual Virtual OSE” section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

.NET Framework Software

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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SQL Server 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **Yes**

See Applicable Notice: **Automatic Updates** (See Appendix 2)

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under the “Physical Cores of a Server” section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under “Individual Virtual OSE” section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

.NET Framework Software

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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SQL Server 2012 Web

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: **Yes**

See Applicable Notice: **Automatic Updates** (See Appendix 2)

Client/Additional Software: **Yes** (see [Appendix 1](#))

Additional Terms:

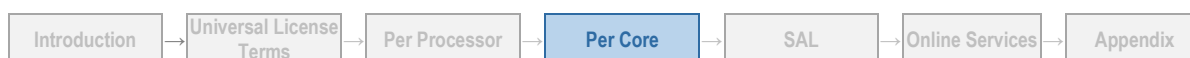
The software may be used only to support public and Internet accessible

- Web pages
- Web sites
- Web applications
- Web services

It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

FAIL-OVER SERVERS

For any OSE 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 OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under the “Physical Cores of a Server” section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under “Individual Virtual OSE” section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run



.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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GENERAL TERMS

SAL GENERAL TERMS ORGANIZATION

The terms below are organized into three sections: [Server Software](#), [Management Servers](#), and [Desktop Applications](#). The section of these General Terms applies to a given product is specified under that product in the Product-Specific License Terms section.

Server Software

- Exchange Server 2010 Standard and Enterprise
- Forefront Identity Manager 2010 R2
- Forefront Unified Access Gateway 2010
- HPC Pack 2008 R2 Enterprise
- Lync Server 2010 Enterprise
- Lync Server 2010 Standard
- Microsoft Application Virtualization Hosting for Desktops
- Microsoft Dynamics AX 2012
- Microsoft Dynamics C5 2012
- Microsoft Dynamics CRM 2011 Service Provider
- Microsoft Dynamics GP 2010 R2
- Microsoft Dynamics NAV 2009 R2
- Microsoft Dynamics SL 2011
- Productivity Suite
- Project Server 2010
- SharePoint Server 2010
- SQL Server 2008 R2 Enterprise (including OEM versions)
- SQL Server 2008 R2 Small Business
- SQL Server 2008 R2 Standard (including OEM versions)
- SQL Server 2008 R2 Workgroup
- Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology
- Windows HPC Server 2008 R2 Suite
- Windows Server 2008 R2 Enterprise
- Windows Server 2008 R2 HPC Edition
- Windows Server 2008 R2 OEM
- Windows Server 2008 R2 Standard
- Windows Small Business Server 2011 Essentials
- Windows Small Business Server 2011 Premium Add-on
- Windows Small Business Server 2011 Standard

You have the rights below for each corresponding SAL you acquire.



Subscriber Access Licenses (SALs)

You must acquire and assign a SAL to each user that is authorized to access your instances of the server software directly or indirectly, regardless of actual access of the server software. Device SALs are not available except for products that we designate in the Product-specific License Terms section. A hardware partition or blade is considered to be a separate device. The appropriate SAL for each product is listed in the Product-specific License Terms section below.

You do not need SALs for any software licensed with a Per Processor license.

All server software access requires base SALs, and some software functionality requires additive SALs. You need both the product's base SAL and additive SAL to access functionality listed in the Product-specific License Terms section below.

Types of SALs

There are three types of SALs: one for devices, one for users and one for qualified educational users ("students"). Each device SAL (for products permitting device SALs) permits one device, used by any user, to access instances of the server software on your servers. Each user SAL permits one user, using any device, to access instances of the server software on your servers. Products with student SAL offerings require qualification through the Qualified Educational Customer Addendum. Like user SALs, each student SAL permits one user, using any device, to access instances of the server software on your servers.

REASSIGNMENT OF SUBSCRIBER ACCESS LICENSES (SAL)

You may:

- permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or
- temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

SALs for SA

SALs for SA may be acquired and assigned to users who have also been assigned a qualifying Client Access License ("CAL") with active Software Assurance ("SA") acquired under a Microsoft Volume Licensing Program or who uses a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned. You may not acquire SALs for SA for more than one user for any given qualifying CAL. Use rights for SALs for SA are identical to their corresponding SALs, as defined in this document. The right to assign a SAL for SA to a user or device expires when the Software Assurance coverage for the qualifying CAL expires. Use of a SAL for SA does not invalidate the use rights of the qualifying CAL. SALs for SA may only be reassigned, and must be reassigned, when and as the qualifying CAL is reassigned. For more information on ordering SALs for SA and the order validation process, please see <http://www.explore.ms> or contact your software products reseller.

SALs available for SA customers and their qualifying CALs are listed under applicable products in the Product-specific License Terms section.

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 client software.
- You may store instances of the server software and client software on any of your servers or storage media.
- You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).

MANAGEMENT PACKS

The software may contain Management Packs. The license terms for the applicable System Center product in the Per Processor or SAL licensing model section apply to your use of these Management Packs.

SOFTWARE

Running Instances of the Server Software: You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

Running Instances of the Client Software: You may run or otherwise use any number of instances of the client software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of devices. You may use the client software only with the server software directly or indirectly through other client software.

Management Servers

- System Center 2012 Client Management Suite
- System Center 2012 Configuration Manager
- Windows Embedded Device Manager 2011



You must acquire and assign to a device or user, the appropriate type of SAL for the operating system environments (or OSEs) you will use your instances of the server software to directly or indirectly manage.

CLIENT SALs

Client SALs are the only category of SALs supported. All managed OSEs running operating system software other than server operating system, require client SALs.

Two Types of Client SALs: There are two types of client SALs: one for managed OSEs and one for users.

- OSE client SALs permit your instances of the server software to manage an equal number of OSEs used by any users.
- User client SALs permit your instances of the server software to manage the OSEs used by each user to whom a user client SAL is assigned. If you have more than one user using an OSE, and you are not licensing by OSE, you must assign user client SALs to each of the users.
- Client SALs do not permit management of any OSE running a server operating system.

REASSIGNMENT OF SUBSCRIBER ACCESS LICENSES (SAL)

You may:

- permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or
- temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

MANAGEMENT SALs

If you acquire user client SALs, you must assign them to the users of the OSEs your instances of the server software manage.

If you acquire OSE client SALs, you must assign them to the devices on which your managed OSEs will run. A hardware partition or blade is considered to be a separate device. At any one time, the number of OSEs being managed on a device may not exceed the number of OSE client management SALs assigned to that device.

The appropriate client management SALs (OSE or user) for each product are listed in the Product-specific License Terms section below.

For purposes of this paragraph, to “manage” an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE (see “Operating System Environment (OSE)”). It does not include discovering the presence of a device or OSE.

You do not need a management SAL for:

- any of your OSEs in which no instances of software are running
- any of your devices functioning only as network infrastructure devices (OSI layer 3 or below)
- any OSEs you are converting from physical to virtual during the conversion process
- any of your devices for which you are exclusively performing out of band management. “Out of band management” consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware components such as: system temperature, fan speed, power on/off, system reset, and CPU availability.

With any instance of the server software on your servers, you may manage:

- any number of OSEs on a device, once you assign an equal number of management SALs to that device.
- the OSEs users use, once you assign management SALs to those users.

REASSIGNMENT OF SALs

You may:

- permanently reassign an OSE client SAL from one device to another, or a user client SAL from one user to another; or
- temporarily reassign an OSE client SAL to a loaner device while the first device is out of service, or a user client SAL to a temporary worker while the user is absent.

SOFTWARE

Running Instances of the Server Software: You may run or otherwise use any number of instances of the server software in physical or virtual operating system environments (or OSEs) on any number of devices.

Running Instances of the Client Software: You may run or otherwise use any number of instances of the client software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of devices. You may use the client software only with the server software directly or indirectly through other client software.



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 client software.
- Store instances of the server software and client software on any of your servers or storage media.
- Create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above (e.g., you may not distribute instances to third parties).

MANAGEMENT AND CONFIGURATION PACKS

The software may contain management packs such as Management Packs, Configuration Packs, and Integration Packs. The license terms for client software under the “Running Instances of the Client Software” section above apply to your use of these Packs.

NO COPYING OR DISTRIBUTING DATA SETS

You may not copy or distribute any data set (or any portion of a data set) included in the software.

WINDOWS AUTOMATED INSTALLATION KIT

The server software may include the Windows Automated Installation Kit (WAIK). If so, the license terms below apply to your use of it.

Windows Pre-Installation Environment: You may install and use the Windows Pre-Installation Environment portion of WAIK for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager: You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. You may not use these portions of the software to back up your Windows operating system or for any other purpose.

INCLUDED MICROSOFT PROGRAMS

The software may contain one or more of the following Microsoft programs. The license terms that would apply to your use of these programs are found in the “SQLSERVERPROGRAMLICENSES” folder located on the DVD or within the “Licenses” folder in the installed location. If you do not agree to those license terms, do not use these programs.

- SQL Server Compact 3.5 with Service Pack 2
- SQL Server Data-Tier Application Framework 1.1
- SQL Server 2008 R2 Shared Management Objects
- System CLR Types for SQL Server 2008 R2
- SQL Server 2008 R2 Transact-SQL Language Service

The software may also contain other Microsoft programs. These license terms apply to your use of those programs.

SITE HIERARCHY – GEOGRAPHICAL VIEW

System Center 2012 Server Software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps API”). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. 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 API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,
- any Road Traffic Data or Bird’s Eye Imagery (or associated metadata).

You may not remove, minimize, block or modify any of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,
- copyright,
- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at <http://go.microsoft.com/?linkid=9710837>.



.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

Desktop Applications

- Expression Encoder Pro 4
- Expression Studio 4 Ultimate
- Expression Studio 4 Web Professional
- Office Multi Language Pack 2010
- Office Professional Plus 2010
- Office Standard 2010
- Project 2010 Professional
- Project 2010 Standard
- Visio 2010 Premium
- Visio 2010 Professional
- Visio 2010 Standard
- Visual Studio 2010 Premium
- Visual Studio 2010 Professional
- Visual Studio 2010 Ultimate
- Visual Studio LightSwitch 2011
- Visual Studio Team Explorer Everywhere 2010
- Visual Studio Test Professional 2010

SUBSCRIBER ACCESS LICENSES (SALS)

You must acquire and assign a SAL to each user that is authorized to access your instances of the software directly or indirectly, regardless of actual access of the software. Device SALs are not available except for products that we designate in the Product-Specific License Terms section). A hardware partition or blade is considered to be a separate device.

TYPES OF SALS There is one type of SAL: users SAL.

User Sals: Each user SAL permits one user to use any device to access and use the software.

CONCURRENT CONNECTIONS FOR USER SALS

You must acquire a SAL for each concurrent connection to a server running the software (using multiple devices). For example, you must obtain one SAL for a user who wants to access the server software from both a PC and a separate laptop at different times of the day. However, you must acquire two SALs for the user if the user wants to access the software from both devices at the same time.

REASSIGNMENT OF SALS

You may:

- permanently reassign your device SAL from one device to another, or your user SAL from one user to another, or
- temporarily reassign your device SAL to a loaner device while the first device is out of service, or your user SAL to a temporary worker while the user is absent.

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PRODUCT-SPECIFIC LICENSE TERMS

Exchange Server 2010 Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))



SUBSCRIBER ACCESS LICENSES (SALs)

You need:	Exchange Server 2010 Hosted Exchange Enterprise SAL, or
Exchange Server 2010 Hosted Exchange Basic SAL, or	Exchange Server 2010 Hosted Exchange Enterprise Plus SAL,
Exchange Server 2010 Hosted Exchange Standard SAL, or	or
Exchange Server 2010 Hosted Exchange Standard Plus SAL, or	Productivity Suite SAL

SALs for SA	Qualifying CALs
Hosted Exchange Standard SAL	Exchange Server 2010 Standard CAL, or Core CAL Suite, or Enterprise CAL Suite
Hosted Exchange Enterprise SAL	Exchange Server 2010 Standard CAL and Exchange Server 2010 Enterprise CAL, or Core CAL Suite and Exchange Server 2010 Enterprise CAL, or Enterprise CAL Suite

Additional Terms:

You do not need SALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory.

USER SAL REQUIREMENT

The Exchange Server 2010 Hosted Exchange Basic, Exchange Server 2010 Hosted Exchange Standard, Exchange Server 2010 Hosted Exchange Standard Plus, Exchange Server 2010 Hosted Exchange Enterprise, Exchange Server 2010 Hosted Exchange Enterprise Plus and Productivity Suite SALs include the use of Outlook Web Access. You must obtain a SAL for each user.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2010 HOSTED EXCHANGE BASIC SAL

Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Basic SAL may use the following features of the server software:

- Outlook Web Access features that enable the features described in this SAL;
- Messaging and personal folder access through the protocols described in this SAL;
- Internet mail protocol (Simple Mail Transfer Protocol (SMTP), Post Office Protocol (POP), Internet Message Access Protocol (IMAP)) and Web browser access via any client;
- Personal Mail Folders (not shared with other users);
- Personal Address List (not shared with other users);
- Personal Calendar (not shared with other users);
- Personal Tasks (not shared with other users);
- Support for a single, second level domain for a single user or user organization (user obtains the right to use 'joe@smith.com' or 'joesmith@company1.com' instead of 'joe@servicesprovider.com'). Multiple suffixes (".com", ".net", ".org" etc) are allowed (e.g., 'joe@smith.com', 'joe@smith.net', 'joe@smith.de', etc.); and
- Global Address List: address list of all users within personalized domain or within the service provider's entire domain.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2010 HOSTED EXCHANGE STANDARD SAL, EXCHANGE SERVER 2010 HOSTED EXCHANGE STANDARD PLUS SAL AND PRODUCTIVITY SUITE SAL

Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Standard SAL, Exchange Server 2010 Hosted Exchange Standard Plus SAL or Productivity Suite SAL may use the following features of the server software:

- The features of the Exchange Server 2010 Hosted Exchange Basic SAL described above;
- Support for a multiple, second level domains for a single user or user organization;
- Outlook Web Access features that enable the features described in this SAL;
- Messaging Application Programming Interface (MAPI) network protocol;



- Shared Folders;
- Public Folders;
- Shared Address List;
- Shared Contacts;
- Shared Tasks;
- Shared Calendar;
- Group scheduling, including viewing free/busy times of others;
- Mobile Notification: Receive notification of events in the server software via mobile devices;
- Mobile Browse: Access the server software inbox, calendar, address book, Global Address Book and tasks via mobile devices; and
- Mobile Synchronization: Synchronize mobile devices over wireless networks with the server software inbox, calendar, address book and tasks.

USAGE LIMITATIONS FOR EXCHANGE SERVER 2010 HOSTED EXCHANGE ENTERPRISE SAL AND EXCHANGE SERVER 2010 HOSTED EXCHANGE ENTERPRISE PLUS SAL

Each user for whom you obtain an Exchange Server 2010 Hosted Exchange Enterprise SAL and Exchange Server 2010 Hosted Exchange Enterprise Plus SAL may use the following features of the server software:

- The features of the Exchange Server 2010 Hosted Exchange Standard SAL as described above;
- Unified Messaging;
- Compliance Management;
- Exchange 2010 anti-spam;
- Forefront anti-virus;
- Exchange Hosted Services anti-virus; and
- Exchange Hosted Services anti-spam.

OUTLOOK MAC 2011 AND OUTLOOK 2010

In addition to the limitations above, these additional terms apply to **Exchange Server 2010 Hosted Exchange Enterprise Plus and Standard Plus SALs**: You may create and run one instance of the Outlook Mac 2011 or Outlook 2010 client software in one physical or virtual operating system environment (or OSE) on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

[Table of Contents](#) / [Universal License Terms](#)

Expression Encoder Pro 4

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **MPEG-2** (see [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Expression Encoder Pro 4 SAL

[Table of Contents](#) / [Universal License Terms](#)

Expression Studio 4 Ultimate

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer, MPEG-2** (see [Appendix 2](#))

Client/Additional Software: **No**



SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- Expression Studio 4 Ultimate SAL

[Table of Contents](#) / [Universal License Terms](#)

Expression Studio 4 Web Professional

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (see [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- Expression Studio 4 Web Professional SAL

[Table of Contents](#) / [Universal License Terms](#)

Forefront Identity Manager 2010 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- Forefront Identity Manager 2010 R2 SAL

[Table of Contents](#) / [Universal License Terms](#)

Forefront Unified Access Gateway 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- Forefront Unified Access Gateway 2010 SAL



[Table of Contents](#) / [Universal License Terms](#)

HPC Pack 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- HPC Pack 2008 R2 Enterprise SAL

Additional Terms:

CLUSTERED HPC APPLICATIONS

“Clustered HPC applications” is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

CLUSTER NODE

A “cluster node” is a device that is dedicated to running clustered HPC applications or provides job scheduling services for clustered HPC applications.

HPC SERVICES FOR EXCEL 2010

You may run one instance of HPC Services for Excel 2010 on the licensed device.

[Table of Contents](#) / [Universal License Terms](#)

Lync Server 2010 Standard and Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Recording, VC-1** (See [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Lync Server 2010 Standard SAL **or**
- Lync Server 2010 Enterprise SAL **or**
- Lync Server 2010 Plus SAL, **or**
- Lync Server 2010 Enterprise Plus SAL, **or**
- Productivity Suite SAL

SALs for SA

SAL for SA:

- Lync Server Standard SAL

Qualifying CALs:

- Lync Server 2010 Standard CAL, or
- Enterprise CAL Suite



SAL for SA:

- Lync Server Enterprise SAL

QUALIFYING CALS:

- Lync Server 2010 Standard CAL and Lync Server 2010 Enterprise CAL, or
- Core CAL Suite and Lync Server Enterprise CAL, or
- Enterprise CAL Suite

SAL for SA:

- Lync Server Plus SAL

QUALIFYING CALS:

- Lync Server 2010 Standard CAL and Lync Server 2010 Plus CAL, or
- Core CAL Suite and Lync Server Plus CAL, or
- Enterprise CAL Suite and Lync Server Plus CAL

Additional Terms:**SAL TYPES****The available SAL types are:**

- Lync Server 2010 Standard SAL (User / Device)
- Lync Server 2010 Enterprise SAL (User / Device)
- Lync Server 2010 Plus SAL (User / Device)
- Lync Server 2010 Enterprise Plus SAL (User / Device)
- Productivity Suite SAL (User only)

You do not need SALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory, or Lync Server.

STANDARD SAL

Each user or device for whom you obtain a Standard SAL or Productivity Suite SAL (user only) may use the following features of the server software.

- All Instant Messaging functionality
- All Presence functionality
- All Group Chat functionality

ENTERPRISE SAL

Each user or device for whom you obtain an Enterprise SAL or Productivity Suite SAL (user only) may use the following features of the server software.

- The features of the Standard SAL described above
- All Audio, Video, and Web Conferencing functionality
- All Desktop Sharing functionality

PLUS SAL

Each user or device for whom you obtain a Plus SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Voice Telephony functionality
- All Call Management functionality

ENTERPRISE PLUS SAL

Each user or device for whom you obtain an Enterprise Plus SAL may use the following features of the server software.

- The features of the Standard SAL described above
- All Audio, Video, and Web Conferencing functionality
- All Desktop Sharing functionality
- All Voice Telephony functionality



- All Call Management functionality

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

In addition to the rights described above, these additional terms apply to Lync Standard, Enterprise, Plus, Enterprise Plus, and Productivity Suite SALs:

LYNC 2010 AND LYNC FOR MAC 2011

You may create and run one instance of the Lync 2010 or Lync for Mac 2011 client software in one physical or virtual operating system environment (or OSE) on (a) any device for which you acquire a device SAL, and (b) a single device used by any user for whom you acquire a user SAL.

[Table of Contents](#) / [Universal License Terms](#)

Microsoft Application Virtualization Hosting for Desktops

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Microsoft Application Virtualization Hosting for Desktops SAL

Additional Terms:

APPLICATION VIRTUALIZATION WITH MICROSOFT PRODUCTS AND COMPONENTS OF MICROSOFT PRODUCTS

The following Microsoft products may be used with Microsoft Application Virtualization Hosting for Desktops or other third-party application virtualization technologies:

- Microsoft Dynamics NAV 2009 R2

No other Microsoft products or components of Microsoft products are allowed.

[Table of Contents](#) / [Universal License Terms](#)

Microsoft Dynamics AX 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

When licensing under the SAL model, **You need:**

Dynamics AM Full User SAL¹, **or**

Dynamics AM Light User SAL¹, **or**

Dynamics AM ESS User SAL¹, **or**

Dynamics AM POS Device SAL¹

Dynamics BE Full User SAL², **or**

Dynamics BE Light User SAL²

¹ for Advanced Management edition

² for Business Essentials edition

Additional Terms:



Types of SALs

There are 4 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A “system database” means the underlying database that controls your users and financial reporting units
- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client, and (ii) restricts such access to the following discrete set of functionalities,
- **Employee Administration:** management of the user’s own data and profile residing in the system database.
- **Employee Time and Attendance:** input of time sheets and clock-in/clock-out data corresponding to the user.
 - i. **Employee Travel and Expenses:** input and update of user’s data related to expenses and travel requisitions.
 - ii. **Employee Requisitions:** submission of user’s requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.
- iii. **Point of Sale (POS) Device:** a license that allows a POS device, used by any user, to access the system database. A POS device means a device used to access the system database for the purpose of completing sales or services transactions with customers; POS devices must be located in the users’ retail location only.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics AX 2012 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL (applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics AX 2012 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics AX 2012 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer’s or a customer’s affiliates’ employees, or (ii) a customer’s or a customer’s affiliates’ onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at <http://www.explore.ms> or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at <http://www.explore.ms> or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at <http://www.explore.ms> or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/ax-availability.aspx>.

The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and



regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

[Table of Contents](#) / [Universal License Terms](#)

Microsoft Dynamics C5 2012

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

For use in Iceland and Denmark ONLY

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Dynamics C5 2012 Basic SAL, **or**
- Dynamics C5 2012 Advanced SAL

Additional Terms:

C5 2012 has user SALs only.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available user SAL editions for Microsoft Dynamics C5 2012 are:

- Microsoft Dynamics C5 2012 Basic SAL
- Microsoft Dynamics C5 2012 Advanced SAL

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics C5 2012 without using the client software; and external users who access Microsoft Dynamics C5 2012 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at <http://www.explore.ms> or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at <http://www.explore.ms> or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at www.explore.ms or as provided by your reseller.



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Microsoft Dynamics CRM 2011 Service Provider

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Microsoft Dynamics CRM 2011 SAL, **or**
- Microsoft Dynamics CRM 2011 Limited SAL, **or**
- Microsoft Dynamics CRM 2011 Employee Self Service SAL

Additional Terms:

You do not need a SAL for external users who access Microsoft Dynamics CRM 2011 through any application / graphical user interface (GUI), other than the Microsoft Dynamics CRM 2011 clients. External users means users that are not either (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

Microsoft Dynamics CRM 2011 SAL: Allows read-write access to Microsoft Dynamics CRM server, files, data content, and Microsoft Dynamics CRM functionality.

Microsoft Dynamics CRM 2011 Limited SAL: The Limited SAL provides a user with full read-only access (e.g., for reports) and limited write access to "Microsoft Dynamics CRM functionality".

Microsoft Dynamics CRM 2011 Employee Self Service SAL: The Employee Self Service SAL provides a user with CRM API based limited access to "Microsoft Dynamics CRM functionality". Access through Microsoft Dynamics CRM 2011 clients is not allowed.

[Table of Contents](#) / [Universal License Terms](#)

Microsoft Dynamics GP 2010 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

YOU NEED:

DYNAMICS AM FULL USER SAL¹, OR

DYNAMICS AM LIGHT USER SAL¹, OR

DYNAMICS AM ESS USER SAL¹, OR

DYNAMICS BE FULL USER SAL², OR

DYNAMICS BE LIGHT USER SAL²

¹ FOR ADVANCED MANAGEMENT EDITION

² FOR BUSINESS ESSENTIALS EDITION

Additional Terms:

Types of SALs

There are 3 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A "system database" means the underlying database that controls your users and financial reporting units



- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client, and (ii) restricts such access to the following discrete set of functionalities,
 - iv. Employee Administration: management of the user's own data and profile residing in the system database.
 - v. Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
 - vi. Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.
 - vii. Employee Requisitions: submission of user's requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics GP 2010 R2 are:

- viii. Business Essentials Edition SAL (applicable to Full User and Light User types only)
- ix. Advance Management Edition SAL (applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics GP 2010 R2 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics GP 2010 R2 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at <http://www.explore.ms> or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at <http://www.explore.ms> or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at <http://www.explore.ms> or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/gp-availability.aspx>

The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

Microsoft understands there may be circumstances where you desire to use certain modules or functionality that was localized and/or translated in a particular region and use it outside of the geographic region for which it was created. Since laws and regulations vary by region, differences in laws or regulations may affect use of the desired functionality in regions for which it was not created. Microsoft does not make any representation, guarantee, warranty (express, implied or otherwise) or assurance about the performance or suitability of any localized and/or translated version of the software (including any online services available through this software) that is used outside of the territory for which it was created and where Microsoft makes such software or services generally commercially available. Consult your tax professional for the geographic region where you intend to use this software to determine if the functionality is appropriate for use in that region.

If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics



Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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Microsoft Dynamics NAV 2009 R2

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

WHEN LICENSING UNDER THE SAL MODEL, YOU NEED:

- Dynamics AM Full User SAL¹, or
- Dynamics AM Light User SAL¹, or
- Dynamics AM ESS User SAL¹, or
- Dynamics BE Full User SAL², or
- Dynamics BE Light User SAL²

¹ FOR ADVANCED MANAGEMENT EDITION

² FOR BUSINESS ESSENTIALS EDITION

Additional Terms:

Types of SALs

There are 3 types of SALs. SALs are subject to editions as well.

- x. **Full User:** a license type that allows full access to the system database through any means of access. A “system database” means the underlying database that controls your users and financial reporting units
- xi. **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- xii. **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client, and (ii) restricts such access to the following discrete set of functionalities,
- xiii. **Employee Administration:** management of the user’s own data and profile residing in the system database.
- xiv. **Employee Time and Attendance:** input of time sheets and clock-in/clock-out data corresponding to the user.
- xv. **Employee Travel and Expenses:** input and update of user’s data related to expenses and travel requisitions.
- xvi. **Employee Requisitions:** submission of user’s requisitions limited to their own purposes, such as personal purchases or services, or leave of absence.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics NAV 2009 R2 are:

- Business Essentials Edition SAL (applicable to Full User and Light User types only)
- Advance Management Edition SAL (applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics NAV 2009 R2 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics NAV 2009 R2 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer’s or a customer’s affiliates’ employees, or (ii) a customer’s or a customer’s affiliates’ onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at <http://www.explore.ms> or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at <http://www.explore.ms> or as provided by your



software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at <http://www.explore.ms> or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/nav-availability.aspx>

The software includes features and functionality designed to address certain tax, financial or accounting laws and/or regulations, and commercial requirements, for the geographic regions for which it has been localized. Laws and regulations vary by region and the software does not address all laws, regulations or commercial requirements in these regions.

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If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics Partner Localization and Translation Licensing Program, see <https://mbs.microsoft.com/partnersource/partneressentials/pllp> or contact your Partner Account Manager.

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Microsoft Dynamics SL 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

When licensing under the SAL model, **You need:**

- Dynamics AM Full User SAL¹, **or**
- Dynamics AM Light User SAL¹, **or**
- Dynamics AM ESS User SAL¹, **or**
- Dynamics BE Full User SAL², **or**
- Dynamics BE Light User SAL²

¹ for Advanced Management edition

² for Business Essentials edition

Additional Terms:

Types of SALs

There are 3 types of SALs. SALs are subject to editions as well.

- **Full User:** a license type that allows full access to the system database through any means of access. A “system database” means the underlying database that controls your users and financial reporting units



- **Light User:** a license type that allows limited access to the system database through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client is a means of access to the system database which uses the full product user interface enabling all the functionality available in Microsoft Dynamics.
- **Employee Self Service:** a license that allows (i) limited access to the system database through means other than the Microsoft Dynamics rich client, and (ii) restricts such access to the following discrete set of functionalities,
 - xvii. Employee Administration: management of the user's own data and profile residing in the system database.
 - xviii. Employee Time and Attendance: input of time sheets and clock-in/clock-out data corresponding to the user.
 - xix. Employee Travel and Expenses: input and update of user's data related to expenses and travel requisitions.

EMPLOYEE REQUISITIONS: SUBMISSION OF USER'S REQUISITIONS LIMITED TO THEIR OWN PURPOSES, SUCH AS PERSONAL PURCHASES OR SERVICES, OR LEAVE OF ABSENCE.

SAL EDITIONS

You must select from two Microsoft Dynamics SAL editions. Your choice of SAL edition applies to all your SALs.

The available SAL editions for Microsoft Dynamics SL 2011 are:

Business Essentials Edition SAL (applicable to Full User and Light User types only)

- Advance Management Edition SAL (applicable to all types of SALs)

EXTERNAL USERS

You do not need a SAL for external users who access Microsoft Dynamics SL 2011 without using the client software for Business Essentials Edition or Advanced Management Edition; and external users who access Microsoft Dynamics SL 2011 using the client software only for the sole purpose of providing supplemental professional accounting or bookkeeping services related to the auditing process. External users means users that are not (i) a customer's or a customer's affiliates' employees, or (ii) a customer's or a customer's affiliates' onsite contractors or agents.

EXAMINATION REQUIREMENTS

In order to license and use the software, you (and any of your affiliates using the software) must meet the minimum examination requirements specified for the particular software at <http://www.explore.ms> or as provided by your software products reseller. You must notify us of your intent to license the software by using the process located at <http://www.explore.ms> or as provided by your software products reseller. You must also certify that you have complied with the applicable examination requirements. We will verify your compliance with the examination requirements before licensing the software to you. If an employee user leaves your employment and, as a result, you no longer meet the examination requirements, another employee user must meet the examination requirements within ninety (90) days. We may change the examination requirements at any time. Any increase in examination requirements, however, will become effective one year after your receipt of written notice from us.

LICENSE KEYS

In order to install and use the functionality of the software, you must obtain the appropriate license keys from Microsoft. Procedures to obtain such license keys will be published at <http://www.explore.ms> or as provided by your reseller.

LOCALIZATIONS AND TRANSLATIONS

For a list of geographic regions and languages that Microsoft has localized and makes generally available see <http://www.microsoft.com/dynamics/en/us/products/sl-availability.aspx>

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If you desire to perform localizations and/or translations of the software, you must have a current and valid Master Partner Localization and Translation License Agreement (MPLLA). For more information about the MPLLA and the Microsoft Dynamics



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Office Multi Language Pack 2010

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Office Multi Language Pack 2010 SAL

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Office Professional Plus 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Office Professional Plus 2010 SAL

Additional Terms:

OFFICE WEB APPS

Office Professional Plus 2010 SALs include the use of Office Web Apps. Each user for whom you obtain an Office Professional Plus 2010 User SAL may access and use the Office Web Apps software. Office Web Apps are not included with the previous versions of Office Professional Plus SALs. Examples include Office Professional Plus 2007 SALs and Office Professional 2003 SALs.

Component products in the suite are available separately with separate SALs.

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Office Standard 2010

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Office Standard 2010 SAL

Additional Terms:



OFFICE WEB APPS

Office Standard 2010 SALs include the use of Office Web Apps. Each user for whom you obtain an Office Standard 2010 User SAL may access and use the Office Web Apps software. Office Web Apps are not included with the previous versions of Office Standard SALs. Examples include Office Standard 2007 SALs and Office Standard 2003 SALs.

Component products in the suite are available separately with separate SALs.

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Productivity Suite

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Productivity Suite SAL

SALs for SA

Qualifying CALs

- | | |
|--|--|
| <ul style="list-style-type: none"> Productivity Suite SAL (for Core CAL Suite SA) | <ul style="list-style-type: none"> Core CAL Suite, or
Enterprise CAL Suite |
|--|--|

Productivity Suite SAL (for Enterprise CAL Suite SA)

Enterprise CAL Suite

Additional Terms:

Productivity Suite SAL provides rights equivalent to the following SALs: Hosted Exchange Standard SAL, Lync Server 2010 Enterprise SAL, and SharePoint Server 2010 Standard SAL.

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Project 2010 Professional

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Project 2010 Professional SAL

Additional Terms:

COMPLIMENTARY PROJECT SERVER SAL:

When you acquire a license for Project Professional 2010 you will be deemed to have one Project Server 2010 Device SAL.



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Project 2010 Standard

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Project 2010 Standard SAL

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Project Server 2010

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Project Server 2010 SAL

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SharePoint Server 2010

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Applicable Section of SAL General Terms: [Server Software](#)

Internet Based Services Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SharePoint Server 2010 Standard SAL, **or**
- Productivity Suite SAL

For the following functionality:

- Business Connectivity Services Line of Business Webparts
- Office 2010 Business Connectivity Services Client Integration
- Access Services
- InfoPath Forms Services
- Excel Services
- Visio Services
- PerformancePoint Services
- Custom Analytics Reports

You need:

- SharePoint Server 2010 Standard SAL, **AND** SharePoint Server 2010 Enterprise SAL



- Advanced Charting

SALs for SA

- SharePoint Server 2010 Standard SAL

Qualifying CALs

- SharePoint Server 2010 Standard CAL, **or**
- Core CAL Suite, **or**
- Enterprise CAL Suite

- SharePoint Server 2010 Enterprise SAL

(please note that SharePoint Server 2010 Enterprise SAL requires the End User to have SharePoint Server 2010 Standard SAL)

- SharePoint 2010 Standard CAL **and** SharePoint Server 2010 Enterprise CAL, **or**
- Core CAL Suite **and** SharePoint Server Enterprise CAL, **or**
- Enterprise CAL Suite

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SQL Server 2008 R2 Enterprise

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- SQL Server 2008 R2 Enterprise SAL

Additional Terms:**SQL SERVER CONTROL POINT LIMITS**

You may not enroll more than 25 instances of any version or edition of SQL Server software with the Control Point Utility in the server software at any one time.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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SQL Server 2008 R2 OEM Standard and Enterprise

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- SQL Server 2008 R2 Enterprise SAL, **or**
- SQL Server 2008 R2 Enterprise OEM SAL, **or**
- SQL Server 2008 R2 Standard SAL, **or**



- SQL Server 2008 R2 Standard OEM SAL
- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within a Small Business Server (SBS) domain)

Additional Terms:

You may only use server software that is pre-installed on a server that you purchased. The server software must be one of the software products listed below. Notwithstanding the services provider license agreement, the end user license agreement accompanying the server on which the server software was pre-installed will govern the installation and use rights for the server software. The access rights to the server software, however, will be governed by these product use rights. In addition, any provisions regarding redistribution software in the end user license agreement accompanying the server will govern the use of redistribution software.

- SQL Server 2008 R2 Enterprise for Embedded Systems x32 (Runtime Edition);
- SQL Server 2008 R2 Standard for Embedded Systems x32 (Runtime Edition);
- SQL Server 2008 R2 Enterprise for Embedded Systems x64 (Runtime Edition);
- SQL Server 2008 R2 Standard for Embedded Systems x64 (Runtime Edition); and
- SQL Server 2008 R2 Standard for Embedded Systems (x32) (Systems Management Runtime Edition)

.NET Framework Software

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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SQL Server 2008 R2 Small Business

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Small Business SAL, or
- SQL Server 2008 R2 Standard SAL, or
- SQL Server 2008 R2 Enterprise SAL, or
- SQL Server 2008 R2 Standard OEM SAL, or
- SQL Server 2008 R2 Enterprise OEM SAL, or
- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within a SBS domain)

Additional Terms:

The operating system environment (or OSE) in which instances of the server software run must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains

You may not run instances of the server software, separately licensed or otherwise, at the same time in another operating system environment (or OSE) within the same domain. The sum of users and devices assigned SALs in the domain cannot exceed 75.

.NET Framework Software

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.



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SQL Server 2012 Standard

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Automatic Updates** (See Appendix 2)

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2012 Standard SAL, **or**
- SQL Server 2012 Business Intelligence SAL

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SQL Server 2012 Business Intelligence

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Automatic Updates** (See Appendix 2)

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2012 Business Intelligence SAL

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SQL Server 2008 R2 Workgroup

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Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- SQL Server 2008 R2 Workgroup SAL, **or**



- Windows Small Business Server 2011 Premium Add-on SAL (for any user or device that is accessing instances of the server software that are within an SBS domain)

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System Center 2012 Configuration Manager

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Applicable Section of SAL General Terms: [Management Servers](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- System Center 2012 Configuration Manager Client SAL

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Visio 2010 Premium

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visio 2010 Premium SAL

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Visio 2010 Professional

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need::

- Visio 2010 Professional SAL



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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer** (See [Appendix 2](#))

Client/Additional Software: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visio 2010 Standard SAL

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Visual Studio LightSwitch 2011

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 2](#))

Client/Additional Software: **No**

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You need:

- Visual Studio LightSwitch 2011 SAL

Additional Terms:

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MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\\Program Files\\Microsoft Visual Studio 10.0\\Licenses\\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.



.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

Visual Studio 2010 Premium

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Applicable Section of SAL General Terms: [Desktop Applications](#)

Client/Additional Software: **No**

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 2](#))

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- Visual Studio 2010 Premium SAL

Additional Terms:

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WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

Visual Studio 2010 Professional

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Applicable Section of SAL General Terms: [Desktop Applications](#)

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See



Client/Additional Software: No

[Appendix 2\)](#)**SUBSCRIBER ACCESS LICENSES (SALs)****You need:**

- Visual Studio 2010 Professional SAL

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MICROSOFT SQL SERVER PRODUCT COMPONENTS

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.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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Visual Studio 2010 Ultimate

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Applicable Section of SAL General Terms: [Desktop Applications](#)See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 2](#))

Client/Additional Software: No

SUBSCRIBER ACCESS LICENSES (SALs)**You need:**

- Visual Studio 2010 Ultimate SAL

Additional Terms:

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MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\\%Program Files%\\Microsoft Visual Studio 10.0\\Licenses\\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

VISUAL STUDIO LOAD TEST VIRTUAL USER PACK 2010

The licensed user of Visual Studio 2010 Ultimate may use a Virtual User Pack on any device on which the Visual Studio Test Controller software from Microsoft Visual Studio Team Agents 2010 is running provided that a Virtual User Pack license is assigned to that device.

You may assign additional Virtual User Pack licenses to that device, but you may not assign the same Virtual User Pack license to more than one device at a time.

You may reassign a Virtual User Pack license, but not within 90 days of the last assignment. You may reassign a Virtual User Pack license sooner if you retire the licensed device due to permanent hardware failure. If you reassign a Virtual User Pack license, the device to which you reassign the license becomes the new licensed device for that Virtual User Pack license.

VISUAL STUDIO LOAD TEST VIRTUAL USERS

The software includes capacity for two hundred fifty (250) load test virtual users. This may be used for local load testing purposes only.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

Visual Studio Team Explorer Everywhere 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

Client/Additional Software: **No**

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 2](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:



- Visual Studio Team Explorer Everywhere 2010 SAL

Additional Terms:

BUILDSERVER.TXT FILE

If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your programs. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=165518> to use for this same purpose.

MICROSOFT OFFICE USER INTERFACE

These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar.

UTILITIES

Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=165518> and <http://go.microsoft.com/fwlink/?LinkId=100284>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on up to five devices at one time. You may use the Utilities only to debug your programs you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ...\\Program Files\\Microsoft Visual Studio 10.0\\Licenses\\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio Team Foundation Server 2010 SAL, **or**
- Visual Studio Team Foundation Server 2010 Basic SAL (for Basic Configuration)

Additional Terms:

WORK ITEM TRACKING

A user does not need a SAL to create new work items or to view and update work items that user has created. This waiver applies only to work items related to defect filing or enhancement requests. All other access to work item tracking functionality requires SALs.



MICROSOFT SQL SERVER SOFTWARE COMPONENTS

The software is accompanied by Microsoft SQL Server software components, which are licensed to you under the terms of the respective SQL Server licenses located in the “Licenses” folder in the following installation directory: ..\Program Files\Microsoft Team Foundation Server 2010\Licenses.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

[Table of Contents](#) / [Universal License Terms](#)

Visual Studio Test Professional 2010

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Desktop Applications](#)

Client/Additional Software: No

See Applicable Notice: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 2](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Visual Studio Test Professional 2010 SAL

Additional Terms:

BUILDSERVER.TXT FILE

If your version of the software contains a BUILDSERVER.TXT file, you may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling and building your programs. We may list additional files at <http://go.microsoft.com/fwlink/?LinkId=165518> to use for this same purpose.

MICROSOFT OFFICE USER INTERFACE

These license terms grant you no rights to make, copy, use or distribute any elements of the Microsoft Office user interface such as the ribbon and quick access toolbar.

UTILITIES

Utilities Lists can be found at <http://go.microsoft.com/fwlink/?LinkId=165518> and <http://go.microsoft.com/fwlink/?LinkId=100284>. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on up to five devices at one time. You may use the Utilities only to debug your programs you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

MICROSOFT SQL SERVER PRODUCT COMPONENTS

The software may be accompanied by Microsoft SQL Server components, which are licensed to you under the terms of the respective SQL Server licenses located in the “Licenses” folder in the following installation directory: ...%Program Files%\Microsoft Visual Studio 10.0\Licenses\.. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft.NET Framework, Microsoft Data Access Components, and certain .dlls related to Microsoft Build and Web Deploy technologies. All these are part of Windows software and the license terms for Windows apply to your use of them.



SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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Windows Embedded Device Manager 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Management Servers](#)

See Applicable Notice: **No**

Client/Additional Software: **Yes** (see [Appendix 1](#))

CLIENT SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Embedded Device Manager 2011 Client SAL

[Table of Contents](#) / [Universal License Terms](#)

Windows HPC Server 2008 R2 Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows HPC Server 2008 R2 Suite SAL

Additional Terms:

Windows HPC Server 2008 R2 Suite includes the rights to use HPC Pack 2008 R2 for Enterprise and Windows Server 2008 R2 HPC Edition. The same products are also available under individual software licenses as described in other sections of these Services Provider Use Rights. You are entitled to the use of the products included in Windows HPC Server 2008 R2 suite as permitted in this section. By acquiring a license for Windows HPC Server 2008 R2 Suite you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software licenses for the products included in Windows HPC Server 2008 R2 suite.

USING HPC PACK 2008 R2 ENTERPRISE SOFTWARE

The license terms for HPC Pack 2008 R2 Enterprise apply to your use of the HPC Pack 2008 R2 Enterprise software.

WINDOWS SERVER 2008 R2 HPC EDITION

The license terms for Windows Server 2008 R2 HPC Edition apply to your use of the Windows Server 2008 R2 HPC Edition software.



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Windows Server 2008 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

Client/Additional Software: **Yes** (see [Appendix 1](#))

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

BASE SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Server 2008 R2 Enterprise SAL

ADDITIVE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 Remote Desktop Services SAL
- Windows Server 2008 R2 Rights Management Services
- Microsoft Application Virtualization 4.6 for Remote Desktop Services

Additional Terms:

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology).

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality.

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Windows Server 2008 R2 HPC Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

Client/Additional Software: **Yes** (see [Appendix 1](#))

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))



SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Server 2008 R2 HPC Edition SAL

Additional Terms:

Clustered HPC Application is a common industry term for high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. Clustered HPC applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

Cluster Node means a device that is dedicated to running clustered HPC applications (see “Clustered HPC Application”) or providing job scheduling services for clustered HPC applications.

LIMITATIONS ON USE

You may run the server software:

- For the primary purpose of running a cluster node, and
- In conjunction with other software only as necessary to permit security, storage, performance enhancement and systems management on a cluster node for the sole and dedicated purpose of supporting the clustered HPC applications.

You may not use the server software for any other purpose. For example, except as permitted in the second bullet above, you may not use the server software as a general purpose server, database server, web server, e-mail server, print server, or file server.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

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Windows Server 2008 R2 OEM

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

Client/Additional Software: **Yes** (see [Appendix 1](#))

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

BASE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 R2 OEM SAL

ADDITIVE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 Remote Desktop Services SAL
- Windows Server 2008 R2 Rights Management Services
- Microsoft Application Virtualization 4.6 for Remote Desktop Services

Additional Terms:

The Windows Server 2008 R2 OEM SAL may be used with any of the Windows Server 2008 R2 OEM Editions listed below:

- Windows Server 2008 R2 Enterprise
- Windows Server 2008 R2 Standard



The following users may not use or access the server software when the server software is licensed with SALs: Users who would access the server software solely through the Internet and would not be authenticated or otherwise individually distinguished by the server software or a multiplexing or pooling software or hardware.

You may only use the server software that is pre-installed on a server that you purchased. The server software must be one of the Windows Server 2008 R2 OEM software products listed in the heading above. The installation and use rights for the server software are governed by the Software License Terms that accompanied the pre-installed server software; provided however, that access rights to the server software as hosted, in providing software services, and use of the client software in connection with software services are governed by these product use rights.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology).

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality.

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Windows Server 2008 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

Client/Additional Software: **Yes** (see [Appendix 1](#))

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1** (see [Appendix 2](#))

BASE SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Server 2008 R2 Enterprise SAL, **or**
- Windows Server 2008 R2 Standard SAL, **or**
- Windows Small Business Server 2011 Standard SAL*

* for any user or device that is accessing instances of the server software that are within an SBS domain

ADDITIVE SUBSCRIBER ACCESS LICENSES (SALs)

You need

- Windows Server 2008 Remote Desktop Services SAL
- Windows Server 2008 R2 Rights Management Services



- Microsoft Application Virtualization 4.6 for Remote Desktop Services

Additional Terms:

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include 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.

WINDOWS SERVER 2008 REMOTE DESKTOP SERVICES

You must acquire a Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology).

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each user that directly or indirectly is authorized to access the Windows Server 2008 R2 Rights Management Services functionality.

MICROSOFT APPLICATION VIRTUALIZATION 4.6 FOR REMOTE DESKTOP SERVICES

You must acquire a Microsoft Windows Server 2008 Remote Desktop Services SAL for each user that directly or indirectly is authorized to access the Microsoft Application Virtualization 4.6 for Remote Desktop Services functionality.

[Table of Contents](#) / [Universal License Terms](#)

Windows Small Business Server 2011 Essentials

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

Client/Additional Software: **Yes** (see [Appendix 1](#))

See Applicable Notice: **Potentially Unwanted Software, VC-1 MPEG-4** (see [Appendix 2](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Small Business Server 2011 Essentials SAL

Additional Terms:

You must run the server software within a domain where Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- as the root of the domain forest;
- not to be a child domain, and
- to have no trust relationships with any other domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Small Business Server Dashboard.
- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;



- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

USING THE SERVER SOFTWARE.

You may install and use one copy of the server software on a licensed server. You may use up to 25 accounts. Each account permits a named user to access and use the server software on that server.

WINDOWS SMALL BUSINESS SERVER CONNECTOR.

You may install and use the Windows Small Business Server Connector software on no more than 25 devices at any one time. Each device on which you install this software must be on the same local area network as your server software. You may use this software only with the server software.

You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES ACCESS

You must acquire a Windows Server 2008 R2 Rights Management Services SAL for each User Account through which a user directly or indirectly accesses the Windows Server 2008 R2 Rights Management Services functionality.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

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Windows Small Business Server 2011 Premium Add-on

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Potentially Unwanted Software, VC-1, MPEG-4** (see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Small Business Server 2011 Premium Add-on SAL

Additional Terms:

- Windows Small Business Server 2011 Premium Add-on" includes the following software: Windows Server 2008 R2 Standard technologies and SQL Server 2008 R2 Standard Edition for Small Business.
- You may use this software only within a SBS 2011 domain. Accordingly, in addition to a SAL for the Premium Add-On, you need a SAL for Windows SBS 2011 Standard or Windows SBS 2011 Essentials to access the software.
- As an exception you may also use this software within an SBS 2008 domain provided that the SBS 2008 users who access the software also have an SBS 2011 Standard SAL plus, in the case of users' access to the SQL Server 2008 R2 Standard Edition for Small Business component of the software, licenses for the SBS 2011 Premium Add-on SAL.



- **Windows Server 2008 Remote Desktop Services Access.** In addition to Windows Small Business Server Premium Add-on SAL, you must also acquire a Windows Server 2008 Remote Desktop Services SAL or Windows Server 2008 Terminal Services SAL to access the Windows Server 2008 Remote Desktop Services functionality.
- **Windows Server 2008 Rights Management Services Access.** In addition to Windows Small Business Server Premium Add-on SAL, you must acquire a Windows Server 2008 R2 Rights Management Services SAL to access the Windows Server 2008 R2 Rights Management Services functionality.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for .NET Framework and PowerShell Software in the Universal License Terms.

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Windows Small Business Server 2011 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Applicable Section of SAL General Terms: [Server Software](#)

See Applicable Notice: **Potentially Unwanted Software, MPEG-4, VC-1**(see [Appendix 2](#))

Client/Additional Software: **Yes** (see [Appendix 1](#))

SUBSCRIBER ACCESS LICENSES (SALs)

You need:

- Windows Small Business Server 2011 Standard SAL

Additional Terms:

Windows Small Business Server 2011 Standard software contains the following Microsoft programs:

- Windows Server 2008 R2 Standard technologies,
- Exchange Server 2010 Standard,
- Windows SharePoint Foundation 2010, and
- Windows Server Update Services 3.0 SP2

You must run the server software within a domain where Active Directory is configured in the following way:

- the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- the root of the domain forest;
- not a child domain, and
- have no trust relationships with any other domains.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Small Business Server Dashboard.
- On the 21st day of continued non-compliance, the server will shut down until the administrator reboots the server;



- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.
- Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

The sum of users and devices in the domain cannot exceed 75. You must obtain at least five (5) SALs to use this server software.

ADDITIONAL SAL REQUIREMENTS.

- **Exchange Server 2010 Enterprise SALs Required to Access Enterprise Functionalities.** In addition to the Windows Small Business Server 2011 Standard SAL, you must acquire Exchange Server 2010 Hosted Exchange Enterprise SAL or Exchange Server 2010 Hosted Exchange Enterprise Plus SAL to access the following Exchange Server Enterprise functionalities in the Windows Small Business Server 2011 Standard domain: Custom Retention Policies; Personal Archive; Voicemail; Information Protection and Compliance; Cross Mailbox Search; Legal Hold; Advance Mobile Policies, and Per User/Distribution List Journaling.
- **Windows Server 2008 Remote Desktop Services Access.** In addition to the Windows Small Business Server 2011 Standard SAL, you must also acquire a Windows Server 2008 Remote Desktop Services SAL or Windows Server 2008 Terminal Services SAL for each user or device that directly or indirectly access the server software to access the Windows Server 2008 Remote Desktop Services functionality.
- **Windows Server 2008 R2 Rights Management Services Access.** In addition to Windows Small Business Server 2011 Standard SAL, you must acquire a Windows Server 2008 R2 Rights Management Services SAL to access the Windows Server 2008 R2 Rights Management Services functionality.

TESTING, MAINTENANCE, AND ADMINISTRATION ACCESS

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2008 Remote Desktop Services SALs.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called either Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access this technology under this agreement.

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GENERAL TERMS

User and Device SALs

When licensing online services under the Subscriber Access License model, you must acquire and assign a user SAL or device SAL for that online service to your users and devices as described in the Product-specific License Terms section below. If both user and device SALs are listed for the service, you may acquire and assign either type to use the service. A hardware partition or blade is considered to be a separate device.

Different Terms for Online Services Products

Certain terms in your services provider license agreement do not apply to online services, including the commitment to use rights. The differences are as follows:

License Terms Updates

We may update these license terms from time to time. If we do, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. Despite this commitment on use rights, if we are required by law to change the license terms, those new terms will apply immediately. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these product use rights or send you an email notice about the updates.

Online Service Updates

We may modify the functionality or features or release a new version of the online service from time to time. After an update, some functionality or features may not be available. If we update the online service and you do not use the updated online service, some features may not be available to you and your use of the online service may be interrupted.

Online Service Suspension

We may suspend the online service if:

- we believe that your use of the online service represents a direct or indirect threat to our network function or integrity or anyone else's use of the online service;
- we believe you violated your services provider license agreement, including these product use rights;
- your use exceeds any quotas specified in the documentation for that online service; or
- if we are otherwise required by law to do so.

Online Service Expiration or Termination

Upon expiration or termination of your online service subscription, you must contact Microsoft and tell us whether to:

1. disable your account and then delete your customer data; or
 2. retain the customer data in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.
- If you indicate (1), you will not be able to extract your customer data from your account. If you do not indicate (1) or (2), we will retain your customer data in accordance with (2).
 - Following the expiration of the retention period, we will disable your account and then delete your customer data.



No Liability for Deletion of Customer Data

You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return your customer data. You agree that we have no liability whatsoever for deletion of your customer data pursuant to these terms.

Responsibility for Your Accounts

You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.

Use of Software with the Online Service

You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

[MICROSOFT SOFTWARE LICENSE TERMS](#)

You may install and use the software on your devices only for use with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

[AUTOMATIC UPDATES FOR MICROSOFT SOFTWARE](#)

From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.

Use of Other Web Sites and Services

You may need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.

Third Party Content and Services

We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

Your Customer Data

You may be able to submit customer data for use in connection with the online service. "Customer data" are all data, sound, or image files and software applications that are processed or accessed by the online service. Except for materials we license to you we do not claim ownership of customer data you submit for use with the online service. When you submit customer data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- Use, copy, distribute, display, publish, and modify your customer data;
- Publish your name in connection with the customer data; and
- Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of your customer data.

Ownership of Customer Data

As between the parties, you retain all right, title and interest in and to customer data. We acquire no rights in customer data, other than the rights you grant to us for the applicable online service. This does not apply to software or services we license you.

Privacy

Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the service. By using this online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to:

- transfer that data to Microsoft and its agents, and
- permit its transfer, storage and processing.



See the online service's privacy statement for more information about how we may collect and use your information. Links to the applicable Privacy Statement are included in the Product-specific License Terms section below.

Our Use of Customer Data

Customer data will be used only to provide you the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

You are responsible for responding to requests by a third party (including law enforcement, other government entity, or civil litigant) regarding your use of the online service. We will not disclose customer data to a third party unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

Security of Customer Data

We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your customer data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- our only responsibility with respect to the security and handling of customer data; and
- in place of any confidentiality obligation contained in your services provider license agreement or any other non-disclosure or confidentiality agreement.

Scope of Use (Code of Conduct)

You may not:

- use the online service in a way that is prohibited by any law, regulation or governmental order or decree in any relevant jurisdiction, or that violates others' legal rights;
- use the online service in a way that could harm it or impair anyone else's use of it;
- use the online service to try to gain unauthorized access to any service, data, account or network by any means;
- falsify any protocol or email header information (e.g., "spoofing");
- use the online service to send "spam" (i.e., unsolicited bulk or commercial messages) or otherwise make available any offering designed to violate these terms (e.g., denial of service attacks, etc.);
- remove, modify, or tamper with any regulatory or legal notice or link that is incorporated into the online service.

Regulatory

We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

Use for Evaluation Purposes

Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your services provider license agreement.

Electronic Notices

We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

Limited Warranty

Despite terms to the contrary in your license agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service.



Product Availability

The online services products may not be available in every geography.

[Table of Contents](#) / [Universal License Terms](#)

PRODUCT-SPECIFIC LICENSE TERMS

System Center Endpoint Protection

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkId=87415>)

Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:

each of your users who access the online service or related software

You need:

Forefront Endpoint Protection User SAL

For:

each of your devices¹ that access the online service or related software

You need:

Forefront Endpoint Protection Device SAL

¹For purposes of this requirement, "devices" are devices on which you run desktop operating systems. If you need to provide access to the online service for devices running a server operating system, please see the terms for System Center 2012 Datacenter and/or System Center 2012 Standard products.

Additional Terms:

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the expiration of your SLs or Software Assurance coverage. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online services

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

DEVICE OR USER SALs

You may acquire a device or user SAL.

RUNNING INSTANCES OF ADDITIONAL SOFTWARE

You may run or otherwise use any number of instances of the additional software listed in [Appendix 1](#) in physical or virtual operating system environments (or OSEs) on any number of devices. You may use this additional software only with the software and online service directly or indirectly through other additional software.

SQL SERVER TECHNOLOGY

The software includes SQL Server Technology. See the License Terms for SQL Server Technology section in the Universal License Terms for license terms governing your use of this technology.



[Table of Contents](#) / [Universal License Terms](#)

Forefront Online Protection for Exchange Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkId=101332>)

Security Overview: **Yes** (see <http://go.microsoft.com/fwlink/?LinkId=137325>)

SUBSCRIBER ACCESS LICENSES (SALs)

For each of your devices whose customer data is processed by the online service or related software,

You need:

- Forefront Online Protection 2010 for Exchange Device SAL

For each of your users whose customer data is processed by the online service or related software,

You need:

- Forefront Online Protection 2010 for Exchange User SAL
- Hosted Exchange Enterprise SAL
- Hosted Exchange Enterprise Plus SAL

Additional Terms:

- License Terms Updates. Except as follows, during the current term of your services provider license agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these product use rights or send you an email about the updates.
- Use for Evaluation Purposes. For Microsoft Exchange Hosted Filtering, you and your users may use the online service for a 30-day evaluation period.

[Table of Contents](#) / [Universal License Terms](#)

Forefront Protection 2010 for Exchange Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkId=91255>)

Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For each of your users whose customer data is processed by the online service or related software,

You need:

- Hosted Forefront Protection 2010 for Exchange Server Basic SAL
- Hosted Forefront Protection 2010 for Exchange Server Standard SAL
- Hosted Forefront Protection 2010 for Exchange Server Standard Plus SAL
- Hosted Exchange Enterprise SAL
- Hosted Exchange Enterprise Plus SAL

Additional Terms:

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online services



- anti-virus and anti-spam software; and
- signature files and content filtering data files.

[Table of Contents](#) / [Universal License Terms](#)

Forefront Protection 2010 for SharePoint

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkID=91255>)

Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:

each of your users that access data on SharePoint sites processed by the online service or related software

You need:

Forefront Protection 2010 for SharePoint User SAL

For:

each of your devices that access data on SharePoint sites processed by the online service or related software

You need:

Forefront Protection 2010 for SharePoint Device SAL

Additional Terms:

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online services

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

DEVICE OR USER SALs

You may acquire a device or user SAL.

[Table of Contents](#) / [Universal License Terms](#)

Forefront Security for Office Communications Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkID=91255>)

Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:

each of your users whose instant messages are processed by the online service or related software

You need:

Forefront Security for Office Communications Server User SAL

Additional Terms:

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online services



- anti-virus and anti-spam software; and
- signature files and content filtering data files.

[Table of Contents](#) / [Universal License Terms](#)

Forefront Threat Management Gateway Web Protection Service

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkID=91255>)

Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:

each of your users who access data processed by the online service or related software. However, you do not need User SALs for external users* whose data is processed by the online service or related software

* "External users" means users that are not either (i) a customer or a customer's affiliates' employees, or (ii) a customer or a customer's affiliates' onsite contractors or agents.

You need:

Forefront Threat Management Gateway Web Protection Service User SAL

For:

each of your devices that access data processed by the online service or related software. However, you do not need Device SALs for devices used by external users* whose data is processed by the online service or related software

* "External users" means users that are not either (i) a customer or a customer's affiliates' employees, or (ii) a customer or a customer's affiliates' onsite contractors or agents.

You need:

Forefront Threat Management Gateway Web Protection Service Device SAL

Additional Terms:

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online services

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

[Table of Contents](#) / [Universal License Terms](#)

Microsoft Exchange Hosted Encryption

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

Privacy Statement: **Yes** (see <http://go.microsoft.com/fwlink/?LinkID=101332>)

Security Overview: **No**

SUBSCRIBER ACCESS LICENSES (SALs)

For:

each of your users whose customer data is processed by the online service or related software

You need:

Microsoft Exchange Hosted Encryption User SAL



Additional Terms:

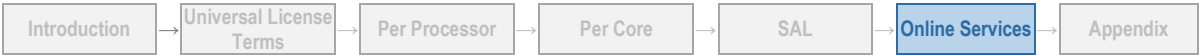
LICENSE TERMS UPDATES

Except as follows, during the current term of your services provider license agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these product use rights or send you an email about the updates.

USE FOR EVALUATION PURPOSES

For Microsoft Exchange Hosted Filtering, you and your users may use the online service for a 30-day evaluation period.

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Appendix 1: Client/Additional Software

PRODUCT	LIST OF CLIENT SOFTWARE
BizTalk Server 2010 Branch, Standard and Enterprise Editions	
<ul style="list-style-type: none"> For all editions of BizTalk Server 2010: Administration and Monitoring Tools BizTalk Server Related Schemas and Templates Development Tools Master Secret Server/Enterprise Single Sign-On Software Development Kit(s) MQHelper.dll Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools BAM Alert Provided for SQL Notification Services BAM Client Windows SharePoint Services Adapter Web Service Windows Communication Foundation Adapters SOAP Receive Adapter 	<ul style="list-style-type: none"> HTTP Receive Adapter ADOMD.NET MSXML SQLXML UDDI Business Rules Component MQSeries Agent BizTalk RFID Client and Tools BizTalk RFID SDK BizTalk RFID Mobile Only for BizTalk Server 2010 Branch Edition: BizTalk Adapter for SQL Server
COMMERCE SERVER 2009 R2 STANDARD AND ENTERPRISE EDITIONS	
<ul style="list-style-type: none"> Adapters Schema Editor 	BUSINESS USER INTERFACES
Exchange Server 2010 Standard and Enterprise	
<ul style="list-style-type: none"> Exchange Management Tools 	
Forefront Identity Manager 2010 R2	
<ul style="list-style-type: none"> Change Microsoft Password Notification Service Microsoft BHOLD Suite FIM Certificate Management Client 	<ul style="list-style-type: none"> FIM Certificate Management Bulk Issuance Client System Center Service Manager 2010
Forefront Threat Management Gateway 2010 Enterprise Edition	
<ul style="list-style-type: none"> Forefront Threat Management Gateway Enterprise Management Server Forefront Threat Management Gateway Management Console Software Development Kit 	
Forefront Threat Management Gateway 2010 Standard Edition	
<ul style="list-style-type: none"> Forefront Threat Management Gateway Management Console Software Development Kit 	
HPC Pack 2008 R2 Enterprise	
<ul style="list-style-type: none"> Client Utilities Microsoft Message Passing Interface Web Components 	



PRODUCT	LIST OF CLIENT SOFTWARE
Lync Server 2010 Standard and Enterprise	
<ul style="list-style-type: none"> • Lync Web App 2010 Plug-in • Topology Builder • Administrative Tools 	<ul style="list-style-type: none"> • PowerShell Snap-In • Lync 2010 Group Chat Administration Tool • Lync Server 2010 Attendant
Microsoft Dynamics AX 2012	
<ul style="list-style-type: none"> • Microsoft Dynamics AX 2012 Windows Rich Client Software • Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 	<ul style="list-style-type: none"> • Microsoft Dynamics AX 2012 Connector for Dynamics CRM 2011 • Microsoft Dynamics AX POS Client Software (for AX 2009 only)
Microsoft Dynamics C5 2012	
Microsoft Dynamics C5 2012 Windows Rich Client Software	
Microsoft Dynamics CRM 2011 Service Provider	
<ul style="list-style-type: none"> • Microsoft Dynamics CRM 2011 for Microsoft Office Outlook • Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2011 • Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2011 	<ul style="list-style-type: none"> • Microsoft SharePoint Grid for Microsoft Dynamics CRM 2011 • Microsoft Dynamics CRM 2011 Report Authoring Extensions • Microsoft Dynamics CRM 2011 Best Practices Analyzer • Microsoft Dynamics CRM 2011 Multilingual User Interface (MUI)
Microsoft Dynamics GP 2010 R2	
<ul style="list-style-type: none"> • Microsoft Dynamics GP 2010 R2 Windows Rich Client Software. • Management Reporter Designer Client Software for Microsoft Dynamics GP 2010 R2 • Microsoft Dynamics GP 2010 R2 Connector for Dynamics CRM 2011 	
Microsoft Dynamics NAV 2009 R2	
<ul style="list-style-type: none"> • Microsoft Dynamics NAV 2009 R2 Windows Rich Client Software. • Microsoft Dynamics NAV 2009 R2 Connector for Dynamics CRM 2011 	
Microsoft Dynamics SL 2011	
<ul style="list-style-type: none"> • Microsoft Dynamics SL 2011 Windows Rich Client Software. • Management Reporter Designer Client Software for Microsoft SL 2011 • Microsoft Dynamics SL 2011 Connector for Dynamics CRM 2011 	
Project Server 2010	
<ul style="list-style-type: none"> • Software Development Kit (SDK) 	
SharePoint Server 2010	
<ul style="list-style-type: none"> • Software Development Kit (SDK) 	
SharePoint Server 2010 For Internet Sites Enterprise	
<ul style="list-style-type: none"> • Software Development Kit (SDK) 	
SQL Server 2008 R2 Standard, Enterprise, Small Business, Datacenter, Web,, Workgroup and OEM versions.	
<ul style="list-style-type: none"> • Business Intelligence Development Studio 	<ul style="list-style-type: none"> • Management Tools – Complete



PRODUCT	LIST OF CLIENT SOFTWARE
<ul style="list-style-type: none"> Client Tools Backward Compatibility Client Tools Connectivity Client Tools Software Development Kit Management Tools – Basic 	<ul style="list-style-type: none"> SQL Client Connectivity SDK SQL Server 2008 R2 Books Online Microsoft Sync Framework
SQL Server 2012 Standard, Enterprise, Web and Business Intelligence	
<ul style="list-style-type: none"> Business Intelligence Development Studio Client Tools Backward Compatibility Client Tools Connectivity Client Tools SDK Data Quality Client Data Quality Services Distributed Replay Client Distributed Replay Controller 	<ul style="list-style-type: none"> Management Tools - Basic Management Tools - Complete Reporting Services – SharePoint Reporting Services Add-in for SharePoint Products Master Data Services Sync Framework SQL Client Connectivity SDK SQL Server 2012 Books Online
System Center 2012 Client Management Suite	
<ul style="list-style-type: none"> Configuration Manager Console Configuration Manager Client Device Management Point Custom Updates Publishing Tool Distribution Point Fallback Status Point Inventory Tool for Microsoft Updates PXE Service Point Audit Collection Services software Power Shell Business Intelligence Development Studio Legacy Components Notification Services Client Components Reporting Services Shared Tools Software Development Kit SQL Server 2008 Books Online Data warehouse management server Service Manager console AviCode Incident Snapshot Utility AviCode Intercept Agent AviCode Intercept Visual Studio Plug-In AviCode SharePoint Application Cartridge AviCode Advisor 5.7 AviCode Intercept uX Management Pack for Operations Manager 2007 AviCode SharePoint Application Management Pack for Operations Manager 2007 Quick Integration Kit Opalis Integration Server 6.2.2 SP1 Data Protection Manager Remote Command-Line 	<ul style="list-style-type: none"> Management Point Reporting Point Secondary Site Server Server Locator Point Software Update Point State Migration Point System Health Validator Point Out of Band Service Point Connector Framework Analysis Services Shared Tools Connectivity Components Management Tools Reporting Services Report Manager SQL Server 2008 Shared Tools SQLXML Client Features SQL Server Mobile Server Tools Data warehouse database Self-service portal AviCode Incident Upload Utility AviCode Intercept SE-Viewer AviCode BizTalk Application Cartridge AviCode Reporting Services Cartridge AviCode .NET Enterprise Management Pack 5.7 for Operations Manager 2007 AviCode BizTalk Application Management Pack for Operations Manager 2007 AviCode Reporting Services Management Pack for Operations Manager 2007 Opalis Operator Console Installer Data Protection Manager 2010 Agent
System Center 2012 Configuration Manager	
<ul style="list-style-type: none"> Configuration Manager Console 	<ul style="list-style-type: none"> Reporting Point



PRODUCT	LIST OF CLIENT SOFTWARE
<ul style="list-style-type: none"> • Configuration Manager Client • Device Management Point • Custom Updates Publishing Tool • Distribution Point • Fallback Status Point • Inventory Tool for Microsoft Updates • PXE Service Point • Management Point • Virtual Machine Manager Agent • Administrator Console • VMRC Client • Audit Collection Services software • Power Shell • Business Intelligence Development Studio • Legacy Components • Notification Services Client Components • Reporting Services Shared Tools • Software Development Kit • SQL Server 2008 Books Online 	<ul style="list-style-type: none"> • Secondary Site Server • Server Locator Point • Software Update Point • State Migration Point • System Health Validator Point • Out of Band Service Point • Physical to Virtual Agent • Virtual Machine Manager Self Service Portal • Server Application Virtualization • Connector Framework • Analysis Services Shared Tools • Connectivity Components • Management Tools • Reporting Services Report Manager • SQL Server 2008 Shared Tools • SQLXML Client Features • SQL Server Mobile Server Tools

System Center 2012 Datacenter

- | | |
|---|--|
| <ul style="list-style-type: none"> • Configuration Manager Console • Configuration Manager Client • Device Management Point • Custom Updates Publishing Tool • Distribution Point • Fallback Status Point • Inventory Tool for Microsoft Updates • PXE Service Point • Virtual Machine Manager Agent • Administrator Console • VMRC Client • Audit Collection Services software • Power Shell • Business Intelligence Development Studio • Legacy Components • Notification Services Client Components • Reporting Services Shared Tools • Software Development Kit • SQL Server 2008 Books Online • Data warehouse management server • Service Manager console • Avicode Incident Snapshot Utility • Avicode Intercept Agent • Avicode Intercept Visual Studio Plug-In • Avicode SharePoint Application Cartridge • Avicode Advisor 5.7 • Avicode Intercept uX Management Pack for Operations Manager 2007 • Avicode SharePoint Application Management Pack for Operations Manager 2007 • Quick Integration Kit | <ul style="list-style-type: none"> • Management Point • Reporting Point • Secondary Site Server • Server Locator Point • Software Update Point • State Migration Point • System Health Validator Point • Out of Band Service Point • Physical to Virtual Agent • Virtual Machine Manager Self Service Portal • Server Application Virtualization • Connector Framework • Analysis Services Shared Tools • Connectivity Components • Management Tools • Reporting Services Report Manager • SQL Server 2008 Shared Tools • SQLXML Client Features • SQL Server Mobile Server Tools • Data warehouse database • Self-service portal • Avicode Incident Upload Utility • Avicode Intercept SE-Viewer • Avicode BizTalk Application Cartridge • Avicode Reporting Services Cartridge • Avicode .NET Enterprise Management Pack 5.7 for Operations Manager 2007 • Avicode BizTalk Application Management Pack for Operations Manager 2007 • Avicode Reporting Services Management Pack for Operations Manager 2007 • Opalis Integration Server |
|---|--|



PRODUCT	LIST OF CLIENT SOFTWARE
<ul style="list-style-type: none"> Opalis Integration Server 6.2.2 SP1 Data Protection Manager Remote Command-Line Unified Installer 	<ul style="list-style-type: none"> Opalis Operator Console Installer Data Protection Manager 2010 Agent
System Center 2012 Standard	
<ul style="list-style-type: none"> Configuration Manager Console Configuration Manager Client Device Management Point Custom Updates Publishing Tool Distribution Point Fallback Status Point Inventory Tool for Microsoft Updates PXE Service Point Virtual Machine Manager Agent Administrator Console VMRC Client Audit Collection Services software Power Shell Business Intelligence Development Studio Legacy Components Notification Services Client Components Reporting Services Shared Tools Software Development Kit SQL Server 2008 Books Online Data warehouse management server Service Manager console AviCode Incident Snapshot Utility AviCode Intercept Agent AviCode Intercept Visual Studio Plug-In AviCode SharePoint Application Cartridge AviCode Advisor 5.7 AviCode Intercept uX Management Pack for Operations Manager 2007 AviCode SharePoint Application Management Pack for Operations Manager 2007 Quick Integration Kit Opalis Integration Server 6.2.2 SP1 Data Protection Manager Remote Command-Line Unified Installer 	<ul style="list-style-type: none"> Management Point Reporting Point Secondary Site Server Server Locator Point Software Update Point State Migration Point System Health Validator Point Out of Band Service Point Physical to Virtual Agent Virtual Machine Manager Self Service Portal Server Application Virtualization Connector Framework Analysis Services Shared Tools Connectivity Components Management Tools Reporting Services Report Manager SQL Server 2008 Shared Tools SQLXML Client Features SQL Server Mobile Server Tools Data warehouse database Self-service portal AviCode Incident Upload Utility AviCode Intercept SE-Viewer AviCode BizTalk Application Cartridge AviCode Reporting Services Cartridge AviCode .NET Enterprise Management Pack 5.7 for Operations Manager 2007 AviCode BizTalk Application Management Pack for Operations Manager 2007 AviCode Reporting Services Management Pack for Operations Manager 2007 Opalis Integration Server Opalis Operator Console Installer Data Protection Manager 2010 Agent
Visual Studio Team Foundation Server 2010 with SQL Server 2008 Technology	
<ul style="list-style-type: none"> Team Explorer Team Foundation Build 	<ul style="list-style-type: none"> Team Foundation Server SharePoint Extensions
Windows Embedded Device Manager 2011	
<ul style="list-style-type: none"> Embedded Device Manager Console Extensions (for Configuration Manager Console) 	<ul style="list-style-type: none"> Embedded Device Manager Client Embedded Device Manager Device Imaging
Windows HPC Server 2008 R2 Suite	
<ul style="list-style-type: none"> Client Utilities 	<ul style="list-style-type: none"> AD Migration Tool



PRODUCT	LIST OF CLIENT SOFTWARE
<ul style="list-style-type: none"> • Microsoft Message Passing Interface • Web Components • Server Migration Tool 	<ul style="list-style-type: none"> • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client
Windows Server 2008 R2 HPC Edition	
<ul style="list-style-type: none"> • Server Migration Tool • AD Migration Tool • FRS Monitoring Tools 	<ul style="list-style-type: none"> • Remote Desktop Connection Client • RSAT Client
Windows Server 2008 R2 Standard, Enterprise Datacenter and for Itanium Based Systems	
<ul style="list-style-type: none"> • Ad Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • Microsoft Application Virtualization Sequencer, Version 4.6 	<ul style="list-style-type: none"> • Microsoft System Center Application Virtualization Streaming Server, Version 4.5 • Microsoft System Center Application Virtualization Management Server, Version 4.5 • Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6
Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2	
<ul style="list-style-type: none"> • For Windows Server 2008 R2 Standard Edition • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • Microsoft Application Virtualization Sequencer, Version 4.6 • Microsoft System Center Application Virtualization Streaming Server, Version 4.5 • Microsoft System Center Application Virtualization Management Server, Version 4.5 • Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6 	FOR SYSTEM CENTER OPERATIONS MANAGER 2007 R2 <ul style="list-style-type: none"> • Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database • Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console
Windows Server 2008 R2 Standard with System Center Operations Manager 2007 R2 with SQL Server 2008 Technology	
<ul style="list-style-type: none"> • For 2008 R2 Standard Edition • AD Migration Tool • FRS Monitoring Tools • Remote Desktop Connection Client • RSAT Client • Server Migration Tool • Microsoft Application Virtualization Sequencer, Version 4.6 • Microsoft System Center Application Virtualization Streaming Server, Version 4.5 • Microsoft System Center Application Virtualization Management Server, Version 4.5 • Microsoft Application Virtualization Client for Remote Desktop Services, Version 4.6 	<ul style="list-style-type: none"> • For System Center Windows Server Operations Manager 2007 R2 with SQL Server 2008 Technology • Agent and Helper Binaries • Audit Database • Connector Framework • Console • Database • Management Packs • Power Shell • Reporting Data Warehouse • Reporting Server • Web Console • Analysis Services Shared Tools • Business Intelligence Development Studio • Connectivity Components



PRODUCT	LIST OF CLIENT SOFTWARE
	<ul style="list-style-type: none"> Legacy Components Management Tools Notification Services Client Components Reporting Services Report Manager Reporting Services Shared Tools SQL Server 2008 Shared Tools Software Development Kit SQLXML Client Features SQL Server 2008 Books Online SQL Server Mobile Server Tools
Windows Small Business Server 2011 Essentials	
<ul style="list-style-type: none"> FRS Monitoring Tools Remote Desktop Connection Client RSAT Client 	<ul style="list-style-type: none"> Server Migration Tool Small Business Server Restore Software for Client
Windows Small Business Server 2011 Premium Add-on	
<ul style="list-style-type: none"> AD Migration Tool FRS Monitoring Tools Remote Desktop Connection Client RSAT Client Server Migration Tool SQL Business Intelligence Development Studio SQL Client Tools Backward Compatibility 	SQL CLIENT TOOLS CONNECTIVITY <ul style="list-style-type: none"> SQL Client Tools Software Development Kit SQL Management Tools – Basic SQL Management Tools – Complete SQL Client Connectivity Software Development Kit Microsoft Sync Framework SQL Server 2008 R2 Books Online
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Appendix 2: Notices

NOTICE OF 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 2012 (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.

NOTICE OF DATA TRANSFER

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

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The 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.

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Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering 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.

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NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, THE MPEG-4 VISUAL STANDARD AND THE MPEG-2 VIDEO STANDARD

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- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,
- or you may not be able to
- connect to the Internet, or
- obtain certain updates or upgrades from Microsoft.

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>.

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