**MICROSOFT SOFTWARE LICENSE TERMS**

**MICROSOFT SQL SERVER IoT 2019 STANDARD**

These license terms are an agreement between you and:

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

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

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

The terms also apply to any Microsoft

- updates,

- supplements,

- Internet-based services, and

- support services

for this software, unless other terms accompany those items. If so, those terms apply.  If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer or installer, licenses those to you. Printed paper license terms, which may come with the software, take place of any on-screen license terms.

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

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


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

1. **OVERVIEW.**

    **1.1     Software.** The software includes

   - server software, and

   - additional software that may only be used with the server software directly, or indirectly through other additional software.

**1.2    License Model.** The software is licensed based on either the:

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

**(b) Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of the server software.

**1.3    Licensing Terminology.**

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.

- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- **Operating System Environment ("OSE").**

  An "operating system environment" or "OSE" is

  (i)   all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  (ii)  instances of applications, if any, configured to run on the operating system instance or parts identified above.

  A physical hardware system can have either or both of the following:

  (i)   one physical operating system environment;

  (ii)  one or more virtual operating system environments.

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

- **Physical Core.** A physical core is a core in a physical processor.  A physical processor consists of one or more physical cores.

- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.

- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.

2. **USE RIGHTS FOR CORE LICENSE MODEL.**

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

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

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

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

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

(a) The software licenses are permanently assigned to the server with which you acquired the software. That server is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server

software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

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

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

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

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

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

**3.1**    **Assignment of the License to the Server.**

   **(a)** The software license is permanently assigned to the server with which you acquired the software. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server.  A hardware partition or blade is considered to be a separate server.

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

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

   **(a)** You may create any number of instances of the server software and additional software.

   **(b)** You may store instances of the server software and additional software on any of your servers or storage media.

   **(c)** You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

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

(a) **Initial Assignment of CALs**. You must acquire and assign a SQL Server 2019 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.

- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.

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

(b) **Types of CALs**.  There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

(c) **Reassignment of CALs**.  You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or

- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

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

4.1 **Specific Use.**  The manufacturer or installer designed this server for a specific use. You may only use the software for that use.

You may only use the software with the integrated software application or suite of applications installed by the manufacturer or installer on the system ("Integrated Application").

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, and preventative maintenance for this server.

4.2 **Alternative Versions and Editions.** In place of any permitted instance, you may create, store and use an instance of any earlier version or lower edition.

This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply any prior or different versions or editions of the software to you.

The software may include more than one version, such as 32-bit and 64-bit.  For each instance of the software that you are permitted to create, store and run, you may use either version.

**4.3** **Maximum Instances.**  The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

**4.4** **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Client Tools Connectivity

- Documentation Components

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

**(a)** You may create any number of instances of the server software and additional software.

**(b)** You may store instances of the server software and additional software on any of your servers or storage media.

**(c)** You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

**4.6** **Multiplexing.** Hardware or software you use to

- pool connections,

- reroute information, or

- reduce the number of devices or users that directly access or use the software (sometimes referred to as "multiplexing" or "pooling"),

does not reduce the number of licenses of any type that you need.

**4.7** **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

**4.8** **SQL Server Reporting Services Map Report Item.**  SQL Server Reporting Services Map Report Item may use Bing Maps.  You may only use the content provided through Bing Maps, including geocodes, within SQL Server Reporting Services Report Map Item.  Your use of Bing Maps is also governed by the Microsoft Bing Maps and MapPoint Web Service End User Terms of Use and Embedded Maps Service Terms of Use available at  http://go.microsoft.com/?linkid=9710837 and the Microsoft Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

**4.9** **Included Microsoft Programs.** The software includes other Microsoft programs listed athttps://go.microsoft.com/fwlink/?linkid=2102146. Microsoft is making these programs available to you as a convenience only, and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here.  If you do not agree to the

license terms for these programs, you may not use them.

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

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

- embed fonts in content as permitted by the embedding restrictions in the fonts, and

- temporarily download them to a printer or other output device to help print content.

5. **THIRD PARTY SOFTWARE.** The software may include third-party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgements, if any, for the third-party applications may be accessible online at http://aka.ms/thirdpartynotices or in an accompanying notices file.  Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.

6. **PRODUCT KEYS.** The software requires a key to install or access it.  You are responsible for use of the keys assigned to you.  You may not share the keys with third parties.  You may not use keys assigned to third parties.

7. **DATA COLLECTION.** The software may collect information about you and your use of the software and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft's data collection and use in the product documentation and the Microsoft Privacy Statement at https://go.microsoft.com/fwlink/?LinkId=521839. You agree to comply with all applicable provisions of the Microsoft Privacy Statement including the SQL Server privacy supplement: [http://go.microsoft.com/fwlink/?linkid=868444](http://go.microsoft.com/fwlink/?linkid=868444)

8. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.

9. **UPDATES.**  The software may periodically check for updates and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.

10. **SCOPE OF LICENSE.** The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights, despite this limitation, you will not (and have no right to):

- work around any technical limitations in the software that only allow you to use it in certain ways;

- reverse engineer, decompile or disassemble the software;

- remove, minimize, block or modify any notices of Microsoft or its suppliers in the software;

- use the software in any way that is against the law, or to create or propagate malware;

- share or distribute the software;

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

- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;

- rent, lease or lend the software; or

- provide the software as a hosted solution for others to use.

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

11. **BACKUP COPY AND RECOVERY COPY.**

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

**(b)** **Recovery Copy.** You may use recovery a copy solely to repair or reinstall the server software on the server

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

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

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

**(a)** you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms;

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

**(c)** you may not use the software after your lease terminates, unless you purchase the

server from the manufacturer or installer.

15. **TRANSFER TO A THIRD PARTY.** The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law

The first user of the software may transfer it and this agreement directly to a third party. Before any permitted transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software of the Proof of License label. The first user may not retain any instances of the software unless that user also retain another license for the software. Nothing in this agreement prohibits the transfer of software to the extent allowed under applicable law if the distribution right has been exhausted.

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

17. **SUPPORT SERVICES.** Contact the manufacturer or installer for support options. Refer to the support number provided with the software. Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

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

19. **APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.**

If you acquired the software in the United States or Canada, the laws of the state  or province where you live (or, if a business, where your principle place of business is located) govern the interpretation of this agreement, claims for its breach , and all other claims (including  consumer protection, unfair competition , and tort claims), regardless of conflict of laws principles. If you acquired the software in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.

20. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

21. **NO WARRANTIES FOR THE SOFTWARE.**  The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees, or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft, or its affiliates. When allowed by your local laws, the manufacturer or installer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

22. **LIMITATION ON AND EXCLUSION OF DAMAGES. EXCEPT FOR ANY REFUND THE MANUFACTURER OR INSTALLER MAY PROVIDE, YOU CANNOT RECOVER ANY DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third-party programs, and

- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

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

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

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

23. **REGIONAL VARIATIONS.** This agreement describes certain legal rights. You may have other rights under the laws of your state, province, or country. Separate and apart from your relationship with the manufacturer or installer, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

**(a) Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

**(b) Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

**(c) Germany and Austria.**

**i. Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer gives no contractual guarantee in relation to the licensed software.

**ii. Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer is liable according to the statutory law.

Subject to the foregoing clause ii., the manufacturer or installer will only be liable for slight negligence if the manufacturer or installer is in breach of such material contractual

obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.