

Microsoft® SQL Server™ 2005, Standard Edition Runtime-Restricted Use Software

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Each license for the software is acquired under either the Server + Client Access License model or the Per Processor license model, and may not be changed. If you comply with these license terms you have the rights below for each software license you acquire or each server you appropriately license, as further explained in sections 2 and 3.

1. OVERVIEW.

a. Software. The software includes

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

b. License Models. The software is licensed based on either:

- the number of instances of server software that you run and the number of devices and users that access instances of the server software (see section 2 – Terms Specific to the Server + Client Access License Model); or
- the number of physical and virtual processors used by operating system environments in which you run instances of the server software (see section 3 – Terms Specific to the Per Processor License Model).

c. Definitions.

- **Instance.** You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment.** An “operating system environment” is one instance of an operating system and instances of applications, if any, configured to run on that operating system instance. There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual

operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments
- **Server.** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors.** A “physical processor” is a processor in a physical hardware system. Physical operating system environments use physical processors. A “virtual processor” is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a Software License.** To “assign a software license” means simply to designate that license to one server.
- **Unified Solution.** A “unified solution” means a software product licensed to you by or on behalf of Licensor which: includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party. A unified solution includes any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at the same time with the initial unified solution. However, a unified solution does not include any additional functionality, modules, or other applications that are part of or that interoperate with or otherwise use such software, whether directly or indirectly through the unified solution and are distributed at a different time from the initial unified solution.

2. TERMS SPECIFIC TO THE PER-PROCESSOR LICENSE MODEL.

- a. **Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.
 - i. **Determining the Number of Licenses Required. You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below.**
 - A. To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
 - B. To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
- b. **Assigning the Required Number of Licenses to the Server.**
 - i. After you determine the number of software licenses you need for a server, you must assign that number of software 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.
 - ii. You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- c. **Running Instances of the Server Software.** For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

d. Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below on any number of devices so long as they are used only in conjunction with the unified solution. You may use additional software only with the server software directly, or indirectly through other additional software.

- Analysis Services Shared Tools
- Business Intelligence Development Studio
- SQL Server 2005 Books Online
- Connectivity Components
- Legacy Components
- Management Tools
- Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2005 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server Mobile Server Tools

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

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

f. Included Microsoft Programs. The Software contains other Microsoft programs. The license terms with those programs apply to your use of them

g. Runtime-Restricted Use Software. The software is “Runtime-Restricted Use” software; as such, it may only be used to run the unified solution solely as part of the unified solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Multiplexing. Hardware or software you use to:

- pool connections,
- reroute information,
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses you need.

b. Fail-over Rights. For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. If you have licensed the server software under the Per Processor licensing model, the number of processors used in that separate operating system environment must not

exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

- c. **No Separation of Server Software.** You may not use the server software in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
 - d. **.NET Framework Software.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.
 - e. **Microsoft Operations Manager (MOM) Management Packs.** The software may contain MOM Management Packs. This data is part of MOM. The license terms for MOM apply to your use of these MOM Management Packs.
 - f. **Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.**
 - i. **Right to Use and Distribute. The code and text files listed below are "Distributable Code."**
 - Sample Code. You may modify, copy, and distribute the source and object code form of code marked as "sample."
 - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
 - ii. **Distribution Requirements. For any Distributable Code you distribute, you must**
 - add significant primary functionality to it in your programs;
 - require distributors and external end users to agree to terms that protect it at least as much as this agreement;
 - display your valid copyright notice on your programs; and
 - indemnify, defend, and hold harmless Licensor and Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
 - iii. **Distribution Restrictions. You may not**
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 - distribute Distributable Code to run on a platform other than the Windows platform;
 - include Distributable Code in malicious, deceptive or unlawful programs; or
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 - others have the right to modify it.
4. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).
5. **MICROSOFT .NET FRAMEWORK BENCHMARK TESTING.** The software includes one or more components of the .NET Framework 3.0 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results

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 - rent, lease or lend the software; or
 - use the software for commercial software hosting services.

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- 7. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
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- 9. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
- 10. ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
- 11. Transfer-Internal.** You may move the server software to a different server as part of the unified solution.
Transfer To A Third Party. The initial user of the software may make a one-time transfer of the software to another end user as part of the transfer of the unified solution. The transfer must contain all component parts, media, printed materials, this agreement, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred software must agree to all the terms within this agreement, including without limitation the runtime restriction specified above
- 12. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
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