RedEye Network Solutions LLC

Microsoft Monthly Subscription Terms of Use

RedEye Network Solutions, LLC ("RedEye") is approved by Microsoft Corporation, Inc. ("Microsoft") to rent or lease eligible Microsoft products on a monthly basis during an agreed upon term of engagement with the entity or person that consumes the products ("Customer") from RedEye. This is made possible under a Microsoft Service Provider License Agreement (SPLA) where RedEye is the licensee to the Customer so that the Customer does not have to acquire and deploy their own licensed products. In the event of a conflict among the terms and conditions of the SPLA and the terms and conditions of the RedEye Master Services Agreement ("MSA") or other Agreement, the terms and conditions of this SPLA shall govern and control such conflict.

RedEye is responsible for ensuring its Customers are aware and understand the requirements for the use of Microsoft Products under this SPLA including:

- Microsoft End User License Agreement (EULA)
- Product Universal License Terms
- Product Model License Terms
- Product Entity License Terms

These terms and conditions may be updated from time to time by RedEye, and the Customer's acceptance of this Agreement or use of the Products by Customer constitutes the Customer's acceptance of the terms and conditions of this Agreement.

Microsoft End User License Agreement

This Microsoft End User License Agreement along with any Statement of Work (herein, "Agreement") between RedEye and the Customer govern the Customer's use of Microsoft software, which may include associated software, services, media, printed materials, and "online" or electronic documentation (individually and collectively, "Products") provided under this Agreement. RedEye does not own the Products and the use thereof is subject to certain rights and limitations set by Microsoft of which RedEye must inform you. Your right to use the Products is subject to the terms of your Agreement with RedEye, and to your understanding of, compliance with, and consent to the following terms and conditions, which RedEye does not have authority to vary, alter, or amend on your behalf.

1. **DEFINITIONS.**

"**Client Software**" means software that is installed on a Device that allows the Device to access or utilize the Products.
"**Device**" means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," server or any other hardware where software can be installed that would allow End User to interact with the Product.
"**End User**" means an individual or legal entity that obtains Software Services directly from RedEye, or indirectly through a Software Services Reseller.
"**Redistribution Software**" means the software described in Paragraph 4 ("Use of Redistribution Software") below.
"**Software Services**" means services that RedEye provides to you that make available, display, run, access, or otherwise interact, directly or indirectly, with the Products. RedEye must provide these services from data center(s) through the Internet, a telephone network, or a private network, on a rental, subscription or services basis, whether or not RedEye receives a fee. Software Services exclude any services involving installation of a Product directly on any End User devices to permit an End User to interact with the Product.

2. **OWNERSHIP OF PRODUCTS.** The Products are licensed to RedEye from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Products and other Product elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Products are owed by Microsoft or its suppliers. You may not remove, modify, or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Products. The Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Products does not transfer any ownership of the Products or any intellectual property rights to you.

3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices only in accordance with your Agreement with RedEye and the terms under this document, and only in connection with the Software Services, provided to you by RedEye. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Client Software.

4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the Software Services provided to you by RedEye, you may have access to certain "sample," "redistributable" and/or software development software code and tools (individually and collectively "Redistribution Software"). You may use, copy and/or install the Redistribution Software only in accordance with the terms of your Agreement with RedEye and this document and/or your Agreement with RedEye.

5. **COPIES.** You may not make any copies of the Products; provided, however, that you may (a) make one copy of Client Software on your Device as expressly authorized by RedEye; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with RedEye or upon transfer of your Device to another person or entity, whichever occurs first. You may not copy any printed materials accompanying the Products.

6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

7. **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and RedEye.

8. **TERMINATION.** Without prejudice to any other rights, RedEye may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your Agreement with RedEye or RedEye's Agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products and all of their component parts within thirty (30) days of the termination of your agreement with RedEye.

9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect, or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by RedEye and not by Microsoft, its affiliates, or subsidiaries.

10. **PRODUCT SUPPORT.** Any support for the Software Services is provided to you by RedEye or a third party on RedEye's behalf and is <u>not</u> provided by Microsoft, its suppliers, affiliates, or subsidiaries.

11. **NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").

12. **EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. RedEye and its Customers must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting.

13. **LIABILITY FOR BREACH.** In addition to any liability you may have to RedEye, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.

14. **INFORMATION DISCLOSURE.** You must permit RedEye to disclose any information requested by Microsoft under RedEye's Agreement. Microsoft will be an intended third party beneficiary of your agreement with RedEye, with the right to enforce provisions of your agreement with RedEye, with the right to enforce provisions of your agreement with RedEye and to verify your compliance.

Microsoft Product License Terms

The Services Provider Use Rights (SPUR) provides license information about the Microsoft Products available through the Microsoft Services Provider License Agreement (SPLA) and how the Products may be used by RedEye's Customers.

These License Terms/Product Use Rights cover the most recent version of Microsoft products.

Universal License Terms

These license terms apply to Customer's use of all Microsoft software licensed under the SPLA.

1. ATTRIBUTES AND DEFINITIONS. Terms used and not defined in the Product License Terms have the meanings assigned to them in Customer's SPLA.

1.1 Attributes.
Access License Requirement: Indicates whether or not a Server or Desktop Application Product requires SALs for access by users and devices or Managed OSEs.

Additional Software: Software that Customer is permitted to use on any device in conjunction with its use of server software.

Client Software: Indicates components of a Product that are licensed as Client Software, as that term is defined in Customer's SPLA.

Date Available: The date a Product is first available, designated as month/year.

DCP Eligible: Permits Customer to use Data Center Providers in the delivery of Software Services to End Users, as described in the SPLA.

Disaster Recovery: Rights available to Customer to use software for conditional disaster recovery purposes;

refer to Universal License Terms, Disaster Recovery, for details.

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

Fail-Over Rights: Permits Customer to run passive fail-over Instances of the Product in conjunction with software running on the Licensed Server, in anticipation of a fail-over event. Passive fail-over Instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. Fail-Over Rights apply only if the number of Licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of Licenses required to run the corresponding production Instances.

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

License Mobility: Permits License reassignment from one of Customer's Servers to another one of Customer's Servers in the same Server Farm during the same calendar month.

License Terms: Terms and conditions governing deployment and use of a Product.

Prerequisite: Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

Prior Version: Earlier versions of Product.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the Universal License Terms for details.

Product-Specific License Terms: Indicates that Product-Specific terms and conditions govern deployment and use of the Product.

1.2 Definitions.

"Instance" means any image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance.

"Licensed Device" means a single physical hardware system to which a License is assigned. For purposes of this definition, a hardware petition or blade is considered to be a separate Server.

"Licensed User" means the single person to whom a License is assigned.

"Manage OSE" means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated to the OSE. It does not include discovering the presence of a device or OSE.

"Operating System Environment (OSE)" means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. A physical hardware system can have one Physical OSE and/or one or more Virtual OSE.

"Physical Core" means a core in a Physical Processor.

"Physical OSE" means an OSE that 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 is considered part of the Physical OSE.

"Physical Processor" means a processor in a physical hardware system.

"Running instance" means an Instance of software that is loaded into memory and for which one ore more instructions have been executed.

"SAL" means Subscriber Access License, which may be assigned by user or device, as appropriate. A user SAL allows access to the corresponding software from any device by one user or management of any Client OSE used by one user. A device SAL allows access to the corresponding software from one device by a user.

"Server" means a physical hardware system capable of running server software.

"Suite" means a Product that is comprised of components that are also licensed separately. A Suite is licensed under a single License that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

"Virtual Core" means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more Hardware Threads.

"Virtual OSE" means an OSE that is configured to run on a virtual hardware system.

"Windows Server Container with Hyper-V isolation(formerly known as, Hyper-V Container)" means a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one virtual operating system environment.

"Windows Server Container without Hyper-V isolation (formerly known as Windows Server Container" means a feature of Windows Server software.

"Windows Software Components" means components of Windows software, including Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JAVAScript, Debghelp.dll, and Web Deploy technologies.

2. CUSTOMER'S USE RIGHTS. If Customer complies with its SPLA, including the SPUR, Customer may use the software as expressly permitted in the SPUR. Customer needs a License for each Product and separately licensed functionality used on a device or by a user.

3. RIGHTS TO OTHER VERSIONS. For any permitted copy or Instance, Customer may create, store, install, run or access in place of the version licensed, a copy or Instance of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still

apply. Licenses for prior versions and lower editions do not satisfy the licensing requirements for a Product.

4. APPLICABLE USE RIGHTS. The license terms in the SPUR when Customer first provides Software Services with a version of a Product remain in effect for the term of Customer's SPLA, 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 license terms for the new version; and (2) if Customer provides Software Services with an earlier version of a Product (a "Downgrade"), and the Downgrade contains components that are not part of the Product version identified in the applicable SPUR, then the License Terms specific to those components from the SPUR last associated with the Downgrade will apply to those components.

5. DISASTER REOCVERY RIGHTS. For each Instance of eligible server software licensed in the Per Processor, Per Core (Applications), Per Core (OS), or Per Core (Management) licensing models that Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, Customer may temporarily run a backup Instance in a Physical OSE or Virtual OSE on a Server dedicated to disaster recovery. The license terms for the software and the following limitations apply to Customer's use of software on a disaster recovery server.

5.1 Permitted Periods of Use. The disaster recovery server can run only during the following exception periods:
- For brief periods of disaster recovery testing within one week every 90 days.
- During a disaster, while the production server being recovered is down.
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery server.

5.2 Conditions on Use. In order to use the software under disaster recovery rights, Customer must comply with the following terms:
- The disaster recovery server must not be running at any other times except as above.
- The disaster recovery server may not be in the same cluster as the production server.
- Use of the software on the disaster recovery server must comply with the license terms for the software.
- Once the disaster recovery process is complete and the production server is recovered, the disaster recovery server must not be running at any other times except those times allowed here.

5.3 Use of Windows Server. Windows Server Licenses are not required for the disaster recovery server if the following conditions are met:
- The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production server at a primary site to a disaster recovery server.
- The disaster recovery server is used only to:
  - run hardware virtualization software, such as Hyper-V,
  - provide hardware virtualization services,
  - run software agents to manage the hardware virtualization software,
  - serve as a destination for replication,
  - receive replicated Virtual OSEs, test failover, and await failover of the Virtual OSEs, and
  - run disaster recovery workloads as described above.

6. THIRD PARTY SOFTWARE. The software may contain third party proprietary programs or components that are licensed under separate terms that are presented to Customer during installation or in the "ThirdPartyNotices" file accompanying the software. The software may also contain third party open source programs that Microsoft, not the third party, licenses to Customer under Microsoft's license terms.

7. PRE-RELEASE CODE, UPDATES OR SUPPLEMENTS, ADDITIONAL FUNCTIONALITY. Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

8. RESTRICTIONS. Customer may not (and is not licensed to) rent the software, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one OSE under a single License or Licensed Server (even if the OSEs are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

9. LICENSE ASSIGNMENT AND REASSIGNMENT. Before Customer uses software under a License, it must assign that License to a device or user, as appropriate. Customer may reassign a License to another device or user, but not during the same calendar month, unless the reassignment is due to (i) permanent hardware failure or loss, or (ii) temporary reallocation of SALs to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user.

10. TECHNICAL MEASURES. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

10.1 ACTIVATION AND VALIDATION. Successful activation or validation verifies that a software Product has been correctly installed, the product key is not stolen, and that no changes have been made to validation, licensing, or activation functions of the software. Customer's right to use the software after the time specified in the software Product may be

limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK). Customer may not circumvent activation or validation.

10.2 PRODUCE KEYS. An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its KMS machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

11. Notices
Where indicated in each Product Entry, the following notices apply:

11.1 Internet-based Features. Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and services providers. Use of that information is described in the privacy statement available in each software Product.

11.2 Bing Maps. The Product includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

11.3 H.264/AVC Visual Standard, the VC-1 Video Standard, and the MPEG-4 Part 2 Visual Standard.
This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE www.mpegla.com. For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

11.4 Malware protection. Microsoft cares about protecting customers' devices from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

12. FONT COMPONENTS, IMAGES, AND SOUNDS. While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a Licensed Device and may use the fonts included with or installed by that software to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

13. INCLUDED TECHNOLOGIES. Products may include other Microsoft technology components subject to their own license terms, as indicated in the Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

14. BENCHMARK TESTING. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any Server Product. This does not apply to the .NET Framework.

15. SOFTWARE PLUS SERVICES. Microsoft may provide services with Products through software features that connect with Microsoft or services provider computer systems over the Internet. It may change or cancel the services at any time. Customer may not use the services in any way that could harm them or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

16. THIRD PARTY INTERNET SITES. Customer and its customers may link to third party Internet sites through the use of the Products. Microsoft does not control the third party sites. Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. Microsoft provides these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by Microsoft of the third party site.

17. MULTIPLEXING. Multiplexing or pooling to reduce direct connections with the software does not reduce the number required Licenses.

18. CREATING AND STORING INSTANCES OF SERVERS OR STORAGE MEDIA. For any License Customer acquires, Customer may create and store Instances of the corresponding software solely to exercise its right to use Running Instances of software under that License as permitted in this document.

19. DISTRIBUTABLE CODE. The software may include code that Customer is permitted to distribute in programs it develops if it complies with the terms below. For purposes of this subsection, "Customer" also includes Customer's End Users.

19.1 Right to Use and Distribute
The code and text files listed below are "Distributable Code."
- **REDIST.TXT Files**: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".
- **Sample Code, Templates, and Styles**: Customer may modify, copy, and distribute the source and object code form of code marked as "sample, "template", "simple styles" and "sketch styles."
- **Third Party Distribution**: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- **Image Library**: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

19.2 Distribution Requirements
If Customer distributes any Distributable Code Customer must:

- only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the SPUR;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

19.3 Distribution Limitations
Customer may not:
- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; 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.

License Model Terms

The License Model for each Product is identified in the Product Entry.   License Model terms apply to all software Products licensed under that Licensing Model, as specified in the Product Entry and subject to any exceptions and other terms noted in the Product-Specific License Terms.

Per Core (Applications)

For Products under the Per Core (Applications) License Model, Customer must choose either licensing by Physical Core on a Server or licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server
1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four per core Licenses per Physical Processor.
3. For enterprise editions, Customer may use any number of Running Instances of the server software on the Licensed Server in the Physical OSE and/or any number of Virtual OSEs.
4. For other editions Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) – Licensing by Individual Virtual OSE
1. Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
2. The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four License per Virtual OSE.
3. If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.

Per Core (Management)

Server Management Licenses (per core)
1. Customer may use the software on any Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server licenses as described below.

2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor.
3. Standard edition
   - Standard edition permits use of the software to Manage up to one OSE on the Licensed Server.
   - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
   - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage one additional OSE on the Licensed Server.
4. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
5. OSEs running Server operating systems require Server Management Licenses.
6. Customer may use the software to Manage OSEs running server operating systems only.

Per Core (OS)

Server Licenses (per core)
1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor.
3. Standard edition
   - Standard edition permits use of the server software in one OSE on the Licensed Server.
   - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
   - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and run the server software in one additional OSE on the Licensed Server.
4. Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.

Per Processor

Server Licenses (per processor)
1. Customer may use the server software on a Licensed Server as described in the Product-Specific License Terms, provided it acquires sufficient Licenses as described below.
2. One License is required for each Physical Processor on a Licensed Server.
3. Each License permits use of one Running Instance of the server software in one OSE.

Subscriber Access Licenses (SALs) for Server Software

Access License
1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Subscriber Access Licenses (SALs) for Management Servers

Access License
1. Provided it acquires one or more SALs, Customer may use any number of Running Instances of the software to Manage OSEs on Licensed Devices or devices used by Licensed Users.
2. Customer must acquire a SAL for each OSE or each user of OSEs Customer uses the software to Manage.
3. SALs do not permit Management of any OSE running a server operating system.

Subscriber Access Licenses (SALs) for Desktop Applications

Access License
1. Provided it acquires one or more SALs, Customer may use any number of Running Instances of the software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the desktop application software regardless of actual access.

Concurrent Connections for User SALs
Customer must acquire a SAL for each concurrent connection to a Server running the software (including by the same user from multiple devices).

Use of Windows Server Remote Desktop Services
The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL.

Host/Guest

The Host/Guest licensing model requires both host licenses and guest licenses, as well as SALs for users accessing certain guest software functionality. Host licenses are required for Customer's Host Fabric. Guest licenses are required for Customer's guest Virtual OSEs.

Assigning Licenses
Before using the software for Host Fabric, Customer must assign to each Server in its Host Fabric one host license for each Physical Processor in the Server. Each Server to which Customer assigns the required number of Licenses is a "licensed host server."

Software Use
Host Software
Software Customer licenses under host licenses is "host software." After Customer assigns the required number of host licenses, Customer may run any number of Instances of the host software to deploy, configure, manage and operate its Host Fabric. Use of the host software is subject to the limitations set forth in the Product Specific License Terms section.

Guest Software
Software Customer licenses under guest licenses is "guest software." Guest software consists of server software and additional software. Customer may run the guest server software only in a Virtual OSE hosted using the Hyper-V virtualization functionality of the Microsoft Cloud Platform Suite on a licensed host server. For each guest software license Customer acquires, Customer may run a single Instance of the guest server software and any number of Instances of the additional software. Additional software may run in Physical OSEs and Virtual OSEs on any number of devices and may be used only with the guest server software.

Product Entries

Core Infrastructure Server (CIS) Suite

Core Infrastructure Server Suite Standard (Core License)   Core Infrastructure Server Suite Datacenter (Core License)

Date Available: Refer to Date Available for component Products	License Terms: Universal	Product-Specific License Terms: All editions
Prior Version: N/A	Prerequisite: N/A	Access License Requirement: N/A
Additional Software: N/A	Client Software: N/A	DCP Eligible: N/A
Disaster Recovery: N/A	Down Editions: N/A	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: N/A

1. Applicable Use Rights
Customer's access and use of CIS software is governed by the applicable License Terms for the individual Products comprising the CIS software as modified by these License Terms.

2. Software Included with CIS Suite Standard
CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard. For each Server on which Customer runs CIS Suite Standard software, the number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of 8 Licenses per Physical Processor. For each Server to which the required number of Licenses of CIS Suite Standard has been assigned Customer may, on the Licensed Server, at any one time:
- Use one Running Instance of the Windows Server Standard server software in the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
- Use System Center Standard to Manage the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
- Use or Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified above and run the server software in one additional OSE and Manage one additional OSE on the Licensed Server.

3. Software Included with CIS Suite Datacenter
CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter. For each Server on which Customer runs CIS Suite Datacenter software, the number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of 8 Licenses per Physical Processor. For each Server to which the required number of Licenses of CIS Suite Datacenter has been assigned Customer may, on the Licensed Server, at any one time:
- Use the Windows Server Datacenter server software in any number of OSEs on the Licensed Server.
- Use the System Center Datacenter server software to Manage any number of OSEs on the Licensed Server.
- Use or Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

4. Management License

For purposes of applying the License Terms for System Center to Customer's use of the CIS Suite software, Customer is deemed to have assigned to the Licensed Server System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

5. Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the License Terms for that Product in the SPUR. All other requirements to acquire and assign SALs to users or devices for access and management, as set forth in the SPUR, remain in full force and effect.

SQL Server

SQL Server 2019 Standard Core (Core License)	SQL Server 2019 Web Core (Core License)
SQL Server 2019 Enterprise Core (Core License)	SQL Server 2019 Standard (SAL)

Date Available: November 2019	License Terms: Universal; Per Core (Applications), SALs for Server Software	Product-Specific License Terms: All editions
Prior Version: SQL Server 2017	Prerequisite: N/A	Access License Requirement: SAL editions
Additional Software: All editions	Client Software: All editions	DCP Eligible: SAL editions only
Disaster Recovery: Core Editions	Down Editions: Enterprise to 2008 R2 Datacenter, or any version of Business Intelligence, Standard, Workgroup or Small Business; Standard to any version of Workgroup or Small Business	Fail-Over Rights: Core Editions
Included Technologies: Windows Software Components	License Mobility: Core Editions	Notices: Internet-based Features

1. Server Software Access

1.1 SQL Server Standard

Subscriber Access License	SQL Server 2019 Standard (user)

2. Additional Terms for SQL Server Web Core

The software may be used only to support public and Internet accessible Web pages, Web sites, Web applications and 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).**3.**

3. Automatic Updates to Previous Versions of SQL Server

If the 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 Customer consents to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

4. Usage Feedback

SQL Server will send Usage Feedback and Crash Dumps as described in the **privacy statement**, with the modification that this feature cannot be turned off except by End Users. Customer must **indicate** at the time of deployment that the deployed Instance of SQL Server has been licensed under the SPLA agreement.

5. Client Software.

Documentation Components	Client Tools Connectivity	

6. Additional Software

Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

Windows Server

Windows Server 2019 Essentials (Processor License)	Windows Server 2022 Remote Desktop Services (SAL)
Windows Server 2022 Standard (Core License)	Windows Server 2022 Active Directory Rights Management (SAL)

Date Available: September 2021	License Terms: <u>Universal</u>; <u>Per Core (OS)</u> – All editions (except Essentials), <u>Per Processor - Essentials</u>, <u>SALs for Server Software</u>	Product-Specific License Terms: All editions
Prior Version: Windows Server 2019	Prerequisite: N/A	Access License Requirement: All editions
Additional Software: All editions	Client Software: N/A	DCP Eligible: SALs only
Disaster Recovery: All editions	Down Editions: Datacenter to Standard or Essentials; Standard to Essentials	Fail-Over Rights: N/A
Included Technologies: N/A	License Mobility: N/A	Notices: Internet-based Features, H.264/MPEG-4 AVC and/or VC-1, Malware protection

1. Required Disclosure associated with use of Windows Server for Hosting of Graphical User Interface

Desktops delivered as a service are supported under SPLA using Windows Server and Remote Desktop Services (RDS). If Customer chooses to deliver a service of this type, Customer must explicitly identify in its marketing materials that this infrastructure is being used for service delivery. The Windows Desktop Operating System cannot be used to provide a hosted client, hosted graphical user interface or desktop as a service.

2. Testing, Maintenance and Administrative Access -- Windows Server Datacenter and Standard

For each Running Instance in an OSE on a Licensed Server, Customer may permit up to two users, in addition to those permitted under the general allowance of administrative users within its data center as set forth in the "Server administration and maintenance" section of its SPLA, to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of products licensed under Customer's SPLA. These users do not need Remote Desktop Services SALs.

3. Additional Terms for Windows Server Essentials

3.1 Running Instances

Customer may use one Running Instance of the software in one OSE, unless the Running Instance used in the Physical OSE is used only to host and manage Virtual OSEs, in which case Customer may use one Running Instance in the Physical OSE and one Running Instance in a Virtual OSE. Customer must run the server software within a domain where the Licensed Server's Active Directory is configured as (i) the domain controller (a single Server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationships with any other domains.

3.2 Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that Server. Customer may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

3.3 Windows Server Essentials Connector

Customer may install and use the Windows Server Essentials Connector software on no more than 50 devices at any one time. Customer may use this software only with the server software.

4. Windows Server Containers without Hyper-V isolation with Windows Server 2022 Standard and Datacenter

Customer may use any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

5. Server Software Access – Windows Server Datacenter and Standard
In addition to the required core Licenses, Customer must acquire the corresponding SALs for users authorized to access one or more of the following functionalities:

5.1 Windows Server Remote Desktop Functionality

Subscriber Access License	Windows Server 2022 Remote Desktop Services SAL[1] (user)

[1]*Also required for use of Windows Server to host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology).*

5.2 Windows Server Active Directory Rights Management Functionality

Subscriber Access License	Windows Server 2022 Active Directory Rights Management SAL (user)

5.3 Microsoft Application Virtualization for Remote Desktop Services Functionality

Subscriber Access License	Windows Server 2022 Remote Desktop Services SAL (user)

5.4 Microsoft Identity Manager Functionality

Subscriber Access License	Microsoft Identity Manager 2016 SAL[1] (user)

[1]*A SAL is also required for any person for whom the software issues or manages identity information.*

5.5 Synchronization Service Usage Only – Microsoft Identity Manager

If using only the synchronization services of Microsoft Identity Manager, SALs are not required.

6. Additional Software

AD Migration Tool	GBUNIECN.EXE Utility