

Microsoft¹ BizTalk Server 2016 Standard ²

Licenses: _____³

END-USER LICENSE AGREEMENT

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These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the place of purchase for a refund or credit.

As described below, using the software also operates as your consent to the transmission of certain computer information for Internet-based services.

If you comply with these license terms, you have the rights below for each server you properly license.

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 Model. The software is licensed based on

- **Core License Model** – the number of physical and/or virtual cores in the server.

c. Licensing Terminology.

- **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

¹ **LICENSOR:** These terms include Microsoft trademarks. If you include a trademark footnote in the End User License Agreement for the Unified Solution to give notice of your own trademarks or other third party trademarks, then add the following wording to your trademark footnote: "All other trademarks are the property of their respective owners."

² **LICENSOR:** For "Academic and/or Runtime-Restricted Use Edition" licensed software, please specify the name, for example: Microsoft BizTalk Server 2016 Standard, Academic Edition or Microsoft BizTalk Server 2016 Standard, Runtime-Restricted Use Edition.

³ **LICENSOR:** Specify the total number of copies of the software that the end-user is licensed for under this agreement.

- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is
 - 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.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization 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. 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 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 means simply to designate that license to one server, device or user as indicated below.

2. USE RIGHTS.

- Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.
- Determining the Number of Licenses Required.** You have two license 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, subject to a minimum of four licenses per processor.
 - 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.**
 - Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the "licensed server" for such license. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
 - Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a software license sooner if you retire the licensed server to which the license is assigned 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 instances of the server software depends on the option chosen to determine the number of software licenses required.

- i. Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2(b)(i), you may run on the licensed server any number of instances of the server software in the physical OSE.
 - ii. Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in Section 2(b)(ii), you have the right to run any number of instances of the software in that virtual OSE.
- e. Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly, or indirectly through other additional software.
 - Administration and Monitoring Tools
 - Development Tools
 - Software Development Kit(s)
 - HTTP Receive Adapter
 - SOAP Receive Adapter
 - Windows SharePoint Services Adapter Web Service
 - Windows Communication Foundation Adapters
 - Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools
 - BAM Alert Provider for SQL Notification Services
 - BAM Client
 - BizTalk Server Related Schemas and Templates
 - Business Activity Services
 - Master Secret Server/Enterprise Single Sign-On
 - MQHelper.dll
 - ADOMD.NET
 - MSXML
 - SQLXML
 - Business Rules Component
 - MQSeries Agent
- f. Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed 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 (e.g., you may not distribute instances to third parties).
- g. 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 operating system environment that is part of a networked cluster of operating system environments on the same server. It cannot be shared by more than one operating system environment in which you run the server software.
- h. Network Clusters.** The server software may not be used on a server that is part of a networked cluster, or in an operating system environment that is part of a networked cluster of OSEs on the same server.
- i. Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

Office Web Component. You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

- j. Third Party Notices.** The software may include third party code that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party code are included for your information only.
- k. Runtime-Restricted Use Software.** If you acquired a "Runtime-Restricted Use" edition license, then the software may only be used in conjunction with the integrated software turnkey application delivered by or on behalf of the Licensor (such application referred to as the "Unified Solution") solely as part of the Unified Solution. As part of the Unified Solution, an end user may further use the software to interoperate Unified Solution with (a) an additional application delivered by or on behalf of Licensor and (b) an application delivered by or on behalf of a third party.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. 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.
- b. 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.
- c. No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
- d. Management Packs.** The software may contain Management Packs. The license terms for the applicable System Center product apply to your use of these Management Packs.
- e. 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 Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
 - iii. Distribution Restrictions. 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 to run on a platform other than the Windows platform;
 - 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
- others have the right to modify it.

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

a. Consent for Internet-Based Services. The software feature described below and in the Microsoft Error Reporting Service Privacy Statement connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. Unless otherwise noted, you may switch off this feature or not use it. For more information about this feature, see <http://oca.microsoft.com/en/dcp20.asp>. **By using this feature, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

- Computer Information. The following feature uses 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 run the software. Microsoft uses this information to make the Internet-based service available to you.
- Microsoft Error Reporting Service. This feature helps Microsoft and Windows partners diagnose problems in the software and provide solutions. Not all problems will have a solution but when a solution is available, it will be offered as a step to solve a problem you have reported or as an update to install. As part of setup and installation, the Microsoft Error Reporting Service sends to Microsoft information about setup and installation failures in order to attempt to diagnose the problem. To help prevent problems and make the software more reliable, some solutions are also included in service packs and future versions of the software.

5. .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.

6. 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).

7. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at 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 go.microsoft.com/fwlink/?LinkID=66406.

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- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
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- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

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

9. ALTERNATIVE VERSIONS. The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time.

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

the software.

- 11. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 12. NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale".
- 13. 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.
- 14. UPGRADE.** If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may not use the earlier version after you upgrade.
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- 16. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.
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