

(For ISV Royalty Program Only)

## Microsoft<sup>1</sup> SQL Server 2016 Enterprise Core \_\_\_\_\_<sup>2</sup>

Core Licenses: \_\_\_\_\_<sup>3</sup>

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#### 1. OVERVIEW.

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<sup>2</sup> **LICENSOR:** For "Academic Edition" licensed software, please specify the name. For example: Microsoft SQL Server 2016 Enterprise Core, Academic Edition.

<sup>3</sup> **LICENSOR:** Specify the total number of core licenses for which the end user is licensed under this agreement.

**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 the number of physical and/or virtual cores in the server.

**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:

- one physical operating system environment;
- 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.

## 2. USE RIGHTS.

- 2.1 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.
- 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 Assigning the Required Number of Licenses to the Server.**
- (a) 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 a license to more than one server. A hardware partition or blade is considered a separate server.
  - (b) Reassignment.** You may reassign a license, but not within 90 days of its last assignment. You may reassign a 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.
- 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 to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in a number of physical and/or virtual OSEs equal to the number of licenses assigned to that server. Thereafter, for each additional license that you assign to the licensed server under section 2.2(a), you may run instances of the server software in an additional OSE on that licensed server.
  - (b) Individual Virtual OSEs.** For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the server software in that virtual OSE.
- 2.5 Alternative Versions and Editions.** In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a 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. Microsoft is not 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.

**2.6 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.

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

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

**3.1 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.

**3.2 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.

**3.3 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.

**3.4 SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item may use Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also 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>.

- 3.5 Included Microsoft Programs.** The software includes other Microsoft programs listed at <http://go.microsoft.com/fwlink/?LinkID=298186>. 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.
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