(For ISV Royalty Program Only)

# Microsoft[1] BizTalk Server 2020 Standard ⬚[2]

## Licenses: [3]

## END-USER LICENSE AGREEMENT

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**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.

      - **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

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[2] **LICENSOR:** For "Academic and/or Runtime-Restricted Use Edition" licensed software, please specify the name, for example: Microsoft BizTalk Server 2020 Standard, Academic Edition or Microsoft BizTalk Server 2020 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.

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.**

a. **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.

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

i. **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.

ii. **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.

c. **Assigning the Required Number of Licenses to the Server.**

i. **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.

ii. **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.

d. **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 Communication Foundation Adapters

- Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools

- BAM Client

- BizTalk Server Related Schemas and Templates

- Business Activity Services

- Master Secret Server/Enterprise Single Sign-On

- MQHelper.dll

- ADOMD.NET

- MSXML

- Business Rules Component

- MQSeries Agent

- BizTalk TMS

- Management REST Service

- Operational Data Service

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. **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.

j.  **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.

4. **DATA.**

   a.  **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.

   b.  **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at https://docs.microsoft.com/en-us/legal/gdpr.

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.

8. **SCOPE OF LICENSE.** The software is licensed, not sold. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights, 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;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

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

18. **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 principal 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.

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