Microsoft® SQL Server® 2012 Standard Edition (Runtime)
Microsoft® SQL Server® 2012 Enterprise Edition (Runtime)

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IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR SOFTWARE LICENSE YOU ACQUIRE.

1. **OVERVIEW.**

    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 OSEs in which you run the server software, and
    - the number of devices and users that access instances of server software.

    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 means simply to designate that license to one server, device or user as indicated below.

- **Unified Solution**. The following versions of Microsoft Dynamics products are "Unified Solutions" when integrated with and licensed to you in conjunction with the software and may include third party applications distributed with the unified solution.

Microsoft Dynamics products	Versions	Microsoft Dynamics Edition exceptions
Microsoft Dynamics AX	2009 SP1 or later, 2012*	None
Microsoft Dynamics GP	2010 SP2 or later, 2013*, 2015	Business Ready Licensing model Business Essentials editions and Module Based Licensing model Standard editions are only unified with Microsoft SQL Server 2012 Standard Edition (Runtime)
Microsoft Dynamics NAV	2009 SP1 or later, 2013*, 2015	
Microsoft Dynamics SL	2011*, 2015	

* All Releases and Service Packs

2. USE RIGHTS FOR SERVER + CLIENT ACCESS MODEL

2.1 Assigning the License to the Server.

(a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server.

(b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

(c) Entitlement. You are only entitled to a number of licensed servers not to exceed the number of server licenses displayed in the Registered Modules screen of CustomerSource for the active Unified Solution.

2.2 Running Instances of the Server Software.

(a) Microsoft SQL Server 2012 Standard Edition (Runtime). For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time. You may assign more than one license to a server. For each additional license you assign, you may run any number of instances of the server software in one additional physical or virtual OSEs on the licensed server at any time.

(b) Microsoft SQL Server 2012 Enterprise Edition (Runtime). Once you have assigned the license to the server, you may run any number of instances of the server software in up to four OSEs (physical and/or virtual) on the licensed server at a time, provided that:

   (i)   if you are running the software in a physical OSE, the OSE may access up to 20 physical cores at any time, and

   (ii) if you are running the software in one or more virtual OSEs, that group of OSEs may access up to 20 hardware threads at any time.

   (iii) You may assign more than one license to a server. For each additional license you assign, you may run any number of instances of the server software in up to four additional virtual OSEs on the licensed server at any time. That group of up to four OSEs may access up to 20 additional hardware threads at any time.

(c) In any case, you are only entitled to a number of licensed servers not to exceed the number of server licenses displayed in the Registered Modules screen of CustomerSource for the active Unified Solution.

2.3 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 so long as the additional software is used only in conjunction with the Unified Solution. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Distributed Replay Client
- Management Tools - Basic
- Management Tools - Complete

- Reporting Services Add-in for SharePoint Products
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2. **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).

2.5 **Included Microsoft Programs.** The software includes other Microsoft programs listed at go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

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

   3.1 **Runtime-Restricted Use Software.** The software is "Runtime-Restricted Use" software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, (iii) with a different Microsoft Dynamics product than the specific Microsoft Dynamics product with which the software was obtained, and/or (iv) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

   3.2 **Client Access Licenses (CALs)**. You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

   - You do not need CALs for any of your servers licensed to run instances of the server software.

   - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.

   - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

   - You are only entitled to the number of CALs displayed in the Registered Modules screen of CustomerSource for the applicable Unified Solution.

   - Each individual device or user must be identifiable and assigned a CAL prior to accessing the software.

   3.3 **Types of CALs**. There are two types of CALs for the software: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

3.4 **Reassignment of CALs**. You may

(a) permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or

(b) temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

3.5 **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.

3.6 **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.

3.7 **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.

3.8 **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. If the passive fail-over instances run in a virtual OSE, the number of hardware threads accessed must not exceed the number of hardware threads accessed by the corresponding OSE in which the active instances run. If the passive fail-over instances run in a physical OSE, the number of physical cores accessed must not exceed the number of physical cores accessed by the corresponding OSE in which the active instances run. You may run the passive fail-over instances on a server other than the licensed server.

3.9 **SQL Server Reporting Services Map Report Item.** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or

- any Road Traffic Data or Bird's Eye Imagery (or associated metadata.

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969**.**

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

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

- publish the software, including any application programming interfaces included in the software, for others to copy;

- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;

- rent, lease or lend the software; or

- use the software for commercial software hosting services.

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

10. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."

12. **TRANSFER TO A THIRD PARTY.** You may only transfer the software if permitted by the agreement for the Unified Solution.

13. **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.

14. **SUPPORT SERVICES.** Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

15. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

16. **APPLICABLE LAW.**

   (a) United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of

laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

(b) Outside the United States. If you acquired the software in any other country, the laws of that country apply.

17. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. **LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.**

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses; or

- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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LIMITED WARRANTY

A. **LIMITED WARRANTY.** If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to "limited warranty" are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

B. **TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.** If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft's reasonable control.

D. **REMEDY FOR BREACH OF WARRANTY. Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.**

E. **CONSUMER RIGHTS NOT AFFECTED. You may have additional consumer rights under your local laws, which this agreement cannot change.**

F. **WARRANTY PROCEDURES.** You need proof of purchase for warranty service.

1. **United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at

- (800) MICROSOFT;

- Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or

- visit www.microsoft.com/info/nareturns.htm.

2. **Europe, Middle East and Africa.** If you acquired the software in Europe, the Middle East or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either

- Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or

- the Microsoft affiliate serving your country (see www.microsoft.com/worldwide).

3. **Australia.** If you acquired the software in Australia, contact Microsoft to make a claim at

- 13 20 58; or

- Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113, Australia.

4. **Outside United States, Canada, Europe, Middle East, Africa and Australia.** If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa and

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G. **NO OTHER WARRANTIES. The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement.** If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. In this paragraph, "goods" refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

H. **LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.