

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2008 FOR EMBEDDED SYSTEMS WORKGROUP

These license terms are an agreement between you and Unify Software and Solutions GmbH & Co. KG. Please read them. They apply to the software included on this server. The software also includes any separate media on which you received the software.

The software on this device includes software licensed from Microsoft Corporation or its affiliate.

The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, then Microsoft, and not Unify Software and Solutions GmbH & Co. KG, licenses those to you.

This software does not transmit personally identifiable information from your server to Microsoft Corporation computer systems without your consent.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact Unify Software and Solutions GmbH & Co. KG to determine its return policy for a refund or credit.

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

Each license for the software is acquired under either the Server + Client Access License model or the Per Processor license model, and may not be changed. If you comply with these license terms you have the rights below for each software license you acquire or each server you appropriately license, as further explained in sections 2 and 3.

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 either:

- the number of instances of server software that you run and the number of devices and users that access instances of server software (see section 2 – Terms Specific to the Server + Client Access License Model); or
- the number of physical and virtual processors used by operating system environments in which you run instances of the server software (see section 3 – Terms Specific to the Per Processor License Model).

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.** An “operating system environment” 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.

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:

- (i) one physical operating system environment, and
 - (ii) one or more virtual operating system environments.
- **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
 - **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
 - **Assigning a License.** To assign a license means simply to designate that license to one device or user.

2. **TERMS SPECIFIC TO THE SERVER + CLIENT ACCESS LICENSE MODEL**

- a. **Assignment of the License to the Server.** The software license is permanently assigned to the server with which the software was distributed. If the server has multiple hardware partition(s) or blade(s), you must permanently assign that license to one of the hardware partition(s) or blade(s). That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- b. **Running Instances of the Server Software.** You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.
- c. **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.
 - Business Intelligence Development Studio

- Client Tools Backward Compatibility
 - Client Tools Connectivity
 - Client Tools Software Development Kit
 - Management Studio
 - Integration Services
 - SQL Client Connectivity SDK
 - Microsoft Sync Framework
 - SQL Server 2008 Books Online
- d. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights 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 above (e.g., you may not distribute instances to third parties).
- e. Client Access Licenses (CALs).
- (i) You must acquire and assign a SQL Server 2008 Workgroup 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 may use your other SQL Server 2008 CALs instead of the Workgroup CALs to access your instances of the server software.
 - You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of Workgroup CALs to access your instances of the server software within an SBS 2008 domain.
 - You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of Workgroup CALs to access your instances of the server software within an EBS 2008 domain.
 - 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.
- (ii) Types of CALs. There are two types of CALs: 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.
- (iii) Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- 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. **TERMS SPECIFIC TO THE PER PROCESSOR LICENSE MODEL**

- a. Licensing a Server. Unify Software and Solutions GmbH & Co. KG has determined the required number of software licenses and assigned those licenses to the server with which the software was distributed as described below.
 - Determining the Number of Licenses Required. The total number of software licenses required for a server equals the sum of the software licenses required under (i) and (ii) below.
 - (i) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
 - (ii) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.
- b. Assignment of the Required Number of Licenses to the Server. The software license(s) are permanently assigned to the server with which the software was distributed. If the server has multiple hardware partition(s) or blade(s), you must permanently assign those licenses to one of the hardware partition(s) or blade(s). That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.
- c. Running Instances of the Server Software. For each server that has been assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.
- d. 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.
 - Business Intelligence Development Studio
 - Client Tools Backward Compatibility
 - Client Tools Connectivity
 - Client Tools Software Development Kit
 - Management Studio
 - Integration Services
 - SQL Client Connectivity SDK
 - Microsoft Sync Framework
 - SQL Server 2008 Books Online
- e. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights 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 above (e.g., you may not distribute instances to third parties).
- f. No Client Access Licenses (CALs) Required for Access. You do not need CALs for the other devices to access your instances of the server software.

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

- a. Specific Use. Unify Software and Solutions GmbH & Co. KG designed this server for a specific use. You may only use the software for that use.

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement and/or preventative maintenance of this server.

- b. **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

- c. Multiplexing. Hardware or software you use to

- pool connections,
- reroute information,
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

- d. Included Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.
- e. 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.
- f. 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 you have licensed the server software under the Per Processor licensing model, the number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

5. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Unify Software and Solutions GmbH & Co. KG and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that allow you to use it only in certain ways. For more information, see the software documentation or contact Unify Software and Solutions GmbH & Co. KG. Except and only to the extent permitted by applicable law despite these limitations, you may not:

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- 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 this server do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access this server.

6. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. Microsoft may change or cancel them at any time.
7. **MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
8. **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 Windows components for Microsoft .NET Framework (see below).
9. **MICROSOFT .NET FRAMEWORK.** 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 <http://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 <http://go.microsoft.com/fwlink/?LinkID=66406>.
10. **SECONDARY BOOT AND RECOVERY COPIES OF THE SOFTWARE**
 - a. Secondary Boot Copy. If a secondary boot copy of the server software is installed on the server, you may access, boot from, display and run it solely in the event of a failure, malfunction, or corruption of the primary operating copy of the server software, and only until the primary operating copy has been repaired or reinstalled. You are not licensed to boot from and use both the primary operating copy and the secondary boot copy of the server software at the same time.
 - b. Recovery Copy. You may use recovery copy solely to repair or reinstall the server software on the server.

APPROVED ADDITIONAL TEXT IF EMBEDDED SYSTEM IS AUTHORIZED TO BE LEASED UNDER THE OEM LICENSE AGREEMENT:

11. **LEASED HARDWARE.** If you lease the server from [COMPANY], the following additional terms shall apply: (i) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms; (ii) your rights to any software upgrades shall be determined by the lease you signed for the server; and (iii) you may not use the software after your lease terminates, unless you purchase the server from [COMPANY].
12. **NO RENTAL.** You may not rent, lease, lend, or provide commercial hosting services with the SOFTWARE.

13. **PRODUCT SUPPORT.** Contact Unify Software and Solutions GmbH & Co. KG for support options. Refer to the support number provided with the device.
14. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software on the device.
15. **PROOF OF LICENSE.** If you acquired the software on the device, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device, or included on or in Unify Software and Solutions GmbH & Co. KG's software packaging. If you receive the label separately, it is not valid. You should keep the label on the device or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see <http://www.howtotell.com>.
16. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the device, the Certificate of Authenticity label, and these license terms directly to a third party. Before the transfer, that party must agree that these license terms apply to the transfer and use of the software. You may not retain any copies of the software including the backup copy.
17. **NOT FAULT TOLERANT. The software is not fault tolerant. Unify Software and Solutions GmbH & Co. KG installed the software on the device and is responsible for how it operates on the device.**
18. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fail-safe performance. You may not use the Microsoft software in any device or system in which a malfunction of the software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.
19. **NO WARRANTIES FOR THE SOFTWARE. The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft or its affiliates. When allowed by your local laws, Unify Software and Solutions GmbH & Co. KG and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.**
20. **LIABILITY LIMITATIONS. You can recover from Microsoft and its affiliates only direct damages up to two hundred fifty U.S. Dollars (U.S. \$250.00), or equivalent in local currency. 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 Microsoft should have been aware of the possibility of the damages. The above limitation may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

21. **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.