(For ISV Royalty Program Only)

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| Microsoft Azure DevOps Server 2019 |
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| Server Licenses:      [[1]](#footnote-2)  User Client Access Licenses:      [[2]](#footnote-3)  Device Client Access Licenses:      [[3]](#footnote-4) |
| END-USER LICENSE AGREEMENT |

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# OVERVIEW.

## Software. The software includes

* server software; and
* additional software that may only be used with the server software.

## License Model. The software is licensed based on

* the number of instances of server software that you run; and
* the number of devices and users that access instances of server software.

## License Terms for Use with Virtualization Technologies.

* + 1. Instance. You create an “instance” of the software by executing the software’s setup or install procedure or by duplicating an existing instance. References to software in this agreement include “instances” of the software.
    2. 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.
    3. Operating System Environment (“OSE”). An 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
* are instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of OSE, physical and virtual.

A “physical OSE” 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 technologies) is considered part of the physical OSE.

A “virtual OSE” is configured to run on a virtual hardware system.

A physical hardware system can have either or both of the following:

* one physical operating system environment, and
* 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.
    - Assigning a License. To assign a license means simply to designate that license to one device or user.

# USE RIGHTS.

## Licensed Server.

### Licensed server means the single server to which a license is assigned.

### You may reassign a software server license, but not within 90 days of the last assignment. You may reassign a server license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, you must remove the software from the former server. The server to which you reassign the license becomes the new licensed server for that license.

## Running Instances of the Server Software. For each server license, you may use, at any one time, one instance of the server software on the licensed server in either a physical or virtual operating system environment on the licensed server.

## 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.

* Azure DevOps Build Services

## Creating and Storing Instances on Your Servers or Storage Media. For each software license you acquire you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

## Included Microsoft Applications. The software contains other Microsoft applications. These license terms apply to your use of those applications, except for those Microsoft applications identified in Section 5 which are governed by their own license terms.

## Third Party Components. The software may include third party components with separate legal notices or governed by other agreements, as described in the ThirdPartyNotices file(s) accompanying the software.

# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## Client Access Licenses (CALs). Except as described here all server software access requires CALs. You must assign each CAL to a user or device. CALs are not required for:

* access by another Licensed Server; or
* up to two users or devices to administer the software.

CALs permit access to the corresponding version (including earlier versions used under downgrade rights), or earlier versions of server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

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. Your CALs permit access only to your licensed server (not a third party’s).

## Initial Users. Up to five users may connect to one instance of the server software without requiring a CAL. The sixth and other additional users each require a CAL to access the server software.

## Usage Not Requiring a Client Access License. A CAL is not required:

* to view, edit or enter work items;
* to access Azure DevOps Server Reporting;
* for accessing Azure DevOps Services via a Azure DevOps Server Proxy;
* for providing approvals to stages as part of the Release Management pipeline; or
* for accessing Azure DevOps Server through a pooled connection from another integrated application or service.
* For your paid users in Azure DevOps Services

## Azure DevOps Server Build Services. If you have one or more licensed users of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, or any successor to the foregoing then you may also install the Visual Studio software and permit access and use of it as part of Azure DevOps Server Build Services by your licensed users and licensed devices of the software.

## Reassignment of CALs. You may

* permanently reassign a device CAL from one device to another, or a user CAL from one user to another; or
* temporarily reassign (on a short-term basis), a device CAL from one device to another to cover the unavailability of a device that is out of service or a user CAL from one user to another to cover a user’s absence. While temporary, short-term reassignment is permitted for CALs, reassignment of these licenses for any other purpose or timeframe must be permanent. This means if you reassign a license from device A to device B, you may not then reassign that license from device B back to device A, except as permitted as a temporary reassignment.

## Required Additive Licenses. In order to use these features in the software:

* Test Plan

## a user must be licensed for one of:

## Visual Studio Test Professional,

## Visual Studio Enterprise Subscription,

## Visual Studio Enterprise – monthly subscription,

## MSDN Platforms, or

## a paid plan for Azure DevOps Basic + Test Plan.

## Multiplexing. Hardware or software you use to take any of the following actions (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of client access licenses of any type that are required to access or use the server software;

* pool connections;
* reroute information;
* reduce the number of devices or users that directly access or use the software; or
* reduce the number of operating system environments, devices or users the product directly manages.

## 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.

## Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

# DATA.

## 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 our products and services. You may opt-out of many of these scenarios, but not all, as described in the software documentation. There are also some features in the software that may enable you and Microsoft to collect data from users of your applications. If you use these features you must comply with applicable law, including providing appropriate notices to users of your applications together with Microsoft’s privacy statement. Our privacy statement is located at <https://go.microsoft.com/fwlink/?LinkId=398505>. You can learn more about data collection and its use from the software documentation and the privacy statement. Your use of the software operates as your consent to these practices.

## 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>.

# ADDITIONAL MICROSOFT PRODUCTS.

## License Terms for Microsoft SQL Server Software Components. A copy of Microsoft SQL Server 2017 is included with the software. It is licensed to you under the terms its license located in the “Licenses” folder in the software installation directory and additionally as follows:

* You may run, at any one time, one instance of SQL Server 2017 Standard Edition on one server to support the software in either a physical or virtual operating system environment. You do not need SQL Server CALs for this use. You may create and store any number of instances of such SQL Server 2017 Edition on any of your servers or storage media solely to exercise your right to run an instance of the SQL Server 2017 Edition as provided here.

## Microsoft Platforms. The software may include components from Microsoft Windows; Microsoft Windows Server; Microsoft SQL Server; Microsoft Exchange; Microsoft Office; and Microsoft SharePoint. These components are governed by separate agreements and their own product support policies, as described in the Microsoft “Licenses” folder accompanying the software, except that, if license terms for those components are also included in the associated installation directly, those license terms control.

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* 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
* share, publish, rent or lease the software, or
* provide the software as a stand-alone offering or combine it with any of your applications for others to use.

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1. 1 LICENSOR: Specify the total number of server licenses for which the end user is licensed under this agreement. [↑](#footnote-ref-2)
2. 2 LICENSOR: Specify the total number of user CALs that may access directly or indirectly instances of the server software licensed under this agreement. [↑](#footnote-ref-3)
3. 3 LICENSOR: Specify the total number of device CALs that may access directly or indirectly instances of the server software licensed under this agreement. [↑](#footnote-ref-4)