(For ISV Royalty Program Only)

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| **Microsoft****[[1]](#footnote-1) BizTalk Server 2020 Enterprise**[[2]](#footnote-2) |
| **Licenses:** **[[3]](#footnote-3)** |
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If you comply with these license terms, you have the rights below for each server you properly license.

# OVERVIEW.

## 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.

## License Model. The software is licensed based on the number of physical and/or virtual cores in the server.

## 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 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.
* **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 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 is to designate that license to a server.

# USE RIGHTS.

## Licensing a Server. Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server as described below.

## Determining the Number of Licenses Required. You have two options:

* + 1. 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.
    2. 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.

## Assigning the Required Number of Licenses to the Server.

### **Initial Assignment.** After you determine the number of software licenses required for a server, you must assign that number of software licenses to that server. 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.

### **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.

## 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 licenses required.

### **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 a number of physical and/or virtual OSEs equal to the number of licenses assigned to that sever. Thereafter, for each additional license that you assign in the licensed server under Section 2(b)(i), you may run instances of the server software in an additional OSE on that licensed server.

### **Individual Virtual OSE.** 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 in that virtual OSE.

## 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

## 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 (e.g., you may not distribute instances to third parties).

## 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.

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# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## 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.

## 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.

## 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.

## Management Packs for System Center Operations Manager. The server software may contain Management Packs for System Center Operations Manager (“OM”). This data is part of OM. The license terms for OM apply to your use of these OM Management Packs.

## 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.

# DATA.

## 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.

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