(For ISV Royalty Program Only)

|  |
| --- |
| Microsoft® Exchange® Server 2019      **[[1]](#footnote-2)** Edition |
|  |
| Server Licenses:      [[2]](#footnote-3)  User Client Access Licenses:      [[3]](#footnote-4)  Device Client Access Licenses:      [[4]](#footnote-5) |
| **END-USER LICENSE AGREEMENT** |

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (“Licensor”) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the software to the Licensor.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the place of purchase for a refund or credit.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

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

If you comply with these license terms, you have the perpetual rights below.

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

## Edition Specific Rights. If you have acquired the Hybrid edition, you have use rights as further explained in Section 2. If you have acquired the Standard edition or Enterprise edition, you have use rights as further explained in Section 3.

## 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
* 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.
* **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

# USE RIGHTS AND LIMITATIONS FOR EXCHANGE SERVER 2019 HYBRID EDITION. The software is considered Hybrid edition if 1) you have an active subscription to Microsoft Exchange Online services under a Microsoft Volume Licensing program, 2) you are also running Microsoft Exchange Server as your on-premises email solution, and 3) you use the software solely for the purpose of enabling a hybrid deployment between your Exchange Online users and your on-premises email users. A hybrid deployment refers to the scenario under which your on-premises Exchange Server environment runs in parallel and interacts with the Microsoft Exchange Online service environment to form a single cohesive email infrastructure of your organization. You may not use the Hybrid edition to host on-premises mailboxes, to enable calendar sharing (except for calendar sharing with your Exchange Online users), to perform email filtering, or to perform any other functionality that is not required for a hybrid deployment. You may install and use any number of copies of the software on your devices, provided that you do not have any other instance of the Exchange Server 2019 running on premises. Sections 1.b. (License Model), 3. (Use Rights), 4.a. (Client Access Licenses (CALs)), and 4.b. (Multiplexing), below, are not applicable to Exchange Server 2019 Hybrid edition. Your rights to use the Hybrid edition end upon the expiration or termination of your subscription to the Exchange Online services. At any time, Microsoft may change which version of the Exchange Server software it recommends for hybrid deployments. Notwithstanding any other publicly available information pertaining to Exchange products or services, Microsoft makes no representation that it will continue to support Exchange Server 2019 Hybrid edition for hybrid use after the time period during which Exchange Server 2019 Hybrid edition is Microsoft’s recommended solution for hybrid deployments. You are specifically advised that, if you continue to use Exchange Server 2019 Hybrid edition after it ceases to be Microsoft’s recommended solution for hybrid deployments, you may experience reduced or interrupted functionalities, and Microsoft may not provide support to your hybrid deployment. For additional information about Microsoft’s recommendation regarding hybrid deployments, see <http://technet.microsoft.com>.

# USE RIGHTS.

## Assigning the License to the Server.

### 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 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.

### 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. You may run, at any one time, one instance of the server software in one 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.

* Exchange Management Tools

## 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).

## Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

## Third Party Programs. The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## Client Access Licenses (CALs).

* + 1. You must acquire and assign the appropriate 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.
  + 1. 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.
    2. 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.
  + 1. Exchange Server 2019 Enterprise CALs. In addition to needing an Exchange Server 2019 Standard CAL, you need an Exchange Server 2019 Enterprise CAL for each user or device that directly or indirectly accesses the following Exchange Server 2019 functionalities (collectively “Additional Functionality”):
* Unified Messaging
* In-Place Archive
* In-Place Holds (Indefinite, Query-based, and Time-based)
* Advanced Mobile Policies
* Information Protection and Compliance
* Custom Retention Policies
* Per User/Distribution List Journaling
* Site Mailboxes – Compliance
* Data Loss Prevention
  + 1. External User Licenses. Each license to the server software includes the rights for any number of External Users to access instances of the server software on a particular server. You do not need CALs for those users, except for access to Additional Functionality, which requires both an Exchange Server 2019 Standard CAL and an Exchange Server 2019 Enterprise CAL.

“External Users” means users that are not either:

1. your or your affiliates’ employees, or
2. your or your affiliates’ onsite contractors or agents.

## Multiplexing. Hardware or software you use to

* pool connections,
* reroute information, and
* 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.

## 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.

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

# PRODUCT KEYS. The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You should not share the keys with third parties. You may not use keys assigned to third parties.

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

## Consent for Internet-Based Services. The software feature described below and in the Microsoft Exchange Server 201 Privacy Statement connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. Unless otherwise noted, you may switch off this feature or not use it. For more information about this feature, see the Microsoft online support web site. By using this feature, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

Computer Information. The following feature uses Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based service available to you.

* Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists using the Internet, when available.

# 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.

# BING MAPS. The software includes use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Microsoft Exchange Server 2019. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at: <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at: <http://go.microsoft.com/fwlink/?LinkID=248686>.

# SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor 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 only allow you to use it in certain ways. 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 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.

# BACKUP COPY.

## Electronic Download. If you acquired and downloaded the software online, you may make one copy of the software on a disc or other media in order to create instances of the software.

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

# 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 use the earlier version only as permitted in the Downgrade clause below. You may not use the earlier version and this software at the same time.

# DOWNGRADE. Instead of creating, storing and using the software, for each permitted instance, you may create, store and use an instance of an earlier version. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.

# 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](http://www.microsoft.com/exporting).

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

# 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 Licensor 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.

# [GENERAL DATA PROTECTION REGULATION (GDPR)](http://ec.europa.eu/justice/data-protection/reform/index_en.htm). To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes to you, effective May 25, 2018, the commitments in (a) in the “Processing of Personal Data; GDPR” provision of the “Data Protection Terms” section of the Online Services Terms. See <https://www.microsoftvolumelicensing.com>, and (b) in the European Union General Data Protection Regulation Terms in Attachment 4 of the Online Services Terms. See <https://www.microsoftvolumelicensing.com>.

# NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

# NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT. MICROSOFT DOES NOT PROVIDE AN IMPLIED WARRANTY OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

# NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

Microsoft and Exchange are registered trademarks of Microsoft Corporation in the United States and/or other countries.

1. LICENSOR: Include the appropriate name, that is, either “Enterprise Edition”, “Standard Edition”, or “Hybrid Edition”. For example, if the licensed software is Microsoft Exchange Server 2019, Enterprise Edition, the name is: Microsoft Exchange Server 2019 Enterprise Edition. [↑](#footnote-ref-2)
2. LICENSOR: Specify the total number of server licenses for which the end user is licensed under this agreement. [↑](#footnote-ref-3)
3. 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-4)
4. 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-5)