(For ISV Royalty Program Only)

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| **Microsoft® Forefront® Identity Manager 2010 R2**      [[1]](#footnote-1)  **Microsoft® Forefront® Identity Manager 2010 R2 – Windows Live Edition**      [[2]](#footnote-2) |
| Server Licenses:      [[3]](#footnote-3)  User Client Access Licenses:      [[4]](#footnote-4)  Device Client Access Licenses:      [[5]](#footnote-5) |
| **END-USER LICENSE AGREEMENT** |

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 supplements, and

 Internet-based services

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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

 the number of instances of server software that you run; and

 the number of devices and users that access instances of server software.

**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

 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 device or user.

1. **USE RIGHTS.**

**a. Assigning the License to the Server.**

**i.** 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.

**ii.** 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.

**b. 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.

**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.

* Microsoft Password Change Notification Service
* Forefront Identity Manager Add-in for Outlook
* Forefront Identity Manager Password and Authentication Extensions
* Forefront Identity Manager Certificate Management Client
* Forefront Identity Manager Certificate Management Bulk Client
* System Center Service Manager 2010 R2 (see separate license terms)
* Microsoft BHOLD Suite\*

**\*Third Party Notices.** This additional software may include third party code that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party code are included for your information only.

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

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

### **Use with Windows Live. If you acquired the Forefront Identity Manager 2010 R2 – Windows Live Edition, you may only use the software to import identity data, and changes to those data, from one or more connected data sources, and facilitate the synchronization and transfer of those data, between your connected data sources and the Microsoft Passport Network/Windows Live ID service (“Service”). You may not use the software for any other purpose. For example, you may not use the software to synchronize or facilitate transfer of data from one of your connected data sources to another. Your use of the Service remains subject to any and all applicable terms of use and these rights do not change or supplement such terms.**

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

**a. Client Access Licenses (CALs).**

### **i.** You must acquire and assign a user CAL for each person for whom the software issues or manages such person’s identity information (including one or more digital certificates). Otherwise, you do not need CALs to access instances of the server software.

* + You do not need device CALs for accessing instances of the server software.
* You do not need CALs for up to two users to access your instances of the server software only to administer those instances.
  + Use of the synchronization service only does not require a CAL.

### **ii.** Subject to the foregoing, each user CAL permits one user, using any device, to access instances of the server software on your licensed servers.

### **iii.** Reassignment of CALs. You may

* + permanently reassign your user CAL from one user to another; or
  + temporarily reassign your user CAL to a temporary worker while the user is absent.

**b. 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.

**c. 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.

**d. 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.

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

1. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
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2. **BACKUP COPY.** If you acquired the software on a disc or other media, you may make one backup copy of the media. You may use it only to create instances of the software.
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2. LICENSOR: For “Academic Edition” licensed software, please specify the name. For example: Microsoft® Forefront®  Identity Manager 2010 R2 – Windows Live Edition and Academic Edition. [↑](#footnote-ref-2)
3. LICENSOR: Specify the total number of server licenses for which the end user is licensed under this agreement. [↑](#footnote-ref-3)
4. 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)
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