(For ISV Royalty Program Only)

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| **Microsoft® SharePoint® Server 2019,      [[1]](#footnote-1) Edition** |
| **Server Licenses:      [[2]](#footnote-2)**  User Client Access Licenses:      [[3]](#footnote-3)  Device Client Access Licenses:      [[4]](#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 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.

## 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.

## 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.

* Software Development Kit

## 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. The license terms with those programs apply to your use of them.

## 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. SharePoint Server 2019 Enterprise CALs. In addition to needing a SharePoint Server 2019 Standard CAL, you need a SharePoint Server 2019 Enterprise CAL for each user or device that directly or indirectly accesses the following SharePoint Server 2019 functionalities (collectively “Additional Functionality”):
   * + - Business Connectivity Services Line of Business Webparts
       - Office Business Connectivity Services Client Integration
       - Access Services
       - Enterprise Search
       - E-discovery and Compliance
       - InfoPath Forms Services
       - PowerPivot, and PowerView
       - Visio Services
       - PerformancePoint Services
       - Compliance Policy Center
2. 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 a SharePoint Server 2019 Standard CAL and a SharePoint Server 2019 Enterprise CAL.

“External Users” means users that are not either:

### your or your affiliates’ employees, or

### your or your affiliates’ onsite contractors or agents.

1. Waiver for User’s Accessing Publicly Available Content. CAL’s are not required to access content, information, and applications that Customer makes publicly available to users over the Internet (i.e., where access is not restricted to Intranet or Extranet scenarios).

## 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.

## Hybrid Functionality. This software contains features that allow hybrid functionality between SharePoint Server 2019 and SharePoint Online. Access to these features requires a separate subscription to SharePoint Online. The license agreement for your SharePoint Online plan governs your use rights for hybrid functionalities.

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