(For ISV Royalty Program Only)

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| Skype® for Business Server 2019 (Per Proc) Edition,      [[1]](#footnote-1) |
| Processor Licenses:      [[2]](#footnote-2) |
| 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 physical and virtual processors used by operating system environments in which you run instances of server software or the number of physical processors 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 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. For the purposes of these terms, a server may be owned and managed by you (“your server”), or be fully physically dedicated to you under the day to day management and control of a third party entity (e.g. Outsourcing Company).
* **Physical and Virtual Processors.** A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
* **Assigning a License.** To assign a license means simply to designate that license to one server, device or user.

# 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. You have two options to determine how many licenses you need. Those options are described below.

**Determining the Number of Licenses Required.** The number of licenses required is based on either the total number of physical processors on the server (as described in (i) below) or the number of virtual and physical processors used (as described in (ii) below).

* + 1. Unlimited Virtualization. Under this option, the number of software licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments without regard to the number of physical and virtual processors used.
    2. Licensing based on Processors Used. Under this option, the number of software licenses required for a server equals the sum of the software licenses required under (A) and (B) below:
* (A) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.
* (B) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor1 that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

*1 A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given virtual OSE on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of a) and b) below:*

1. *one license for every X logical processors that virtual OSE uses*
2. *one license if the number of logical processors it uses is not a whole number multiple of X*

*“X”, as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.*

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

### After you determine the number of software licenses you need 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.

### You may reassign the 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 the software depends on the option used to determine the number of licenses required.

### **Unlimited Virtualization.** If you assign to a server licenses equal to the total number of physical processors on the server:

* You may run, at any one time, any number of instances of the server software in one physical and any number of virtual operating system environments on that server.
* You do not need to license virtual processors.

### **Licensing based on Processors Used.** You may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on each server to which you have assigned the required number of software licenses. The total number of physical and virtual processors used cannot exceed the number of software licenses assigned to that 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.

* Microsoft Lync Phone Edition
* Skype for Business Server 2019 Control Panel
* Skype for Business Web App Plug-In
* Skype for Business 2019 in UISuppressionMode
* Topology Builder
* Administrative Tools
* PowerShell Snap-In
* Skype for Business Server 2019 as Deployed in:
  + Archiving and Monitoring Server Role
  + Audio/Video Conferencing Server Role
  + Central Management Server Role
  + Director Role
  + Edge Server Role
  + Persistent Chat Server Role
  + Skype for Business Web App Server Role
  + Mediation Server Role
  + Reach Application Sharing Server Role
  + Survivable Branch Appliance Role
  + Unified Communications Application Server Role
  + Web Conferencing Server Role
  + Mobility Server Role
  + Video Interop Server Role
  + Autodiscovery Service Role

## 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).

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## 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.

## No Client Access Licenses (CALs) Required for Access. You do not need CALs for other 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.

## 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.

## Management Packs. The software may contain Management Packs. The license terms for the applicable System Center product apply to your use of these Management Packs.

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1. LICENSOR: For “Academic Edition” licensed software, please specify the name. For example: Skype for Business Server 2019, Academic Edition. [↑](#footnote-ref-1)
2. LICENSOR: Specify the total number of processor licenses for which the end user is licensed under this agreement. [↑](#footnote-ref-2)