(For ISV Royalty Program Only)

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| Skype® for Business Server 2019 (Server CAL Runtime) Edition,      [[1]](#footnote-1) |
| 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.

* 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).

## Included Microsoft Programs. The software contains other Microsoft programs. These license terms identify them, and indicate if the license terms with each of those programs apply to your use of them or if these license terms apply to your use of them. For the programs included but not identified, the license terms with those programs apply to your use.

## 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.

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## 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.
* You do not need CALs for any user or device that accesses your instances of the server software without being directly or indirectly authenticated by Active Directory or Skype for Business Server.
* 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. Additive CALs.

### **Audio, Video and Web Conferencing, Desktop Sharing, Room Systems and Multiple HD Video Streams functionality.** In addition to needing a Skype for Business Server 2019 BASE CAL, you need Skype for Business Plan 2 USL, or Office 365 Plan E1-E4, or A3-A4, or G1-G4 USL or Enterprise CAL Suite, or Enterprise CAL Bridge for Windows Intune, or Skype for Business Server 2019 Enterprise CAL for each user or device that directly or indirectly accesses this Skype for Business Server 2019 functionality.

### **Voice Telephone and Call Management functionality.** In addition to needing a Skype for Business Server 2019 BASE CAL, you need Skype for Business Online Plan 3, or 3A, or 3G USL or Office 365 Plan E4, or A4, or G4 USL or Skype for Business Server 2019 Plus CAL for each user or device that directly or indirectly accesses this Skype for Business Server 2019 functionality.

## External Users. External Users means users that are not either your or your affiliates’ employees, or your or your affiliate’s onsite contractors or onsite agents. External Users may access the server under the server license assigned to the server on which the software runs.

## 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.

## Skype for Business 2019 in UISuppressionMode. The software includes Skype for Business 2019 which has been configured by the licensor to run in a suppressed mode (“UISuppressionMode”). This means that the Skype for Business 2019 software is installed and running, but its user-interface is disabled causing Skype for Business 2019 to only run through the user-interface of the Unified Solution. These license terms apply to Skype for Business 2019 in UISuppressionMode. A separate license is required to access and use all functionality in Skype for Business 2019.

## 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.

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

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