(For ISV Royalty Program Only)

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| **Microsoft System Center**[[1]](#footnote-2) **2019 Standard**      [[2]](#footnote-3)  **Microsoft System Center 2019 Datacenter**      2  **Microsoft System Center Configuration Manager 1606**     2  **Microsoft System Center 2019 Data Protection Manager**      2  **Microsoft System Center 2019 Operations Manager**      2  **Microsoft System Center 2019 Service Manager**      2  **Microsoft System Center 2019 Orchestrator**      2 |
| **Licenses:       Management Licenses:      [[3]](#footnote-4)** |
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* updates,
* supplements, and
* Internet-based services

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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.

## Definitions.

## Additional Software which includes but is not limited to, tools and System Center packs (such as Management Packs, Process Packs, and Integration Packs), that may only be used with the Server Software.

**Window Server Container with Hyper-V Isolation** is a feature of Windows Server that utilizes a virtual operating system environment. Each Windows Server Container with Hyper-V Isolation is considered to be one Virtual OSE.

**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.

**Server Software.** "Server Software", as used in these license terms, means any or all of the components of System Center 2019 Standard, System Center 2019 Datacenter, System Center Configuration Manager 1606, System Center 2019 Data Protection Manager, System Center 2019 Operations Manager, System Center 2019 Service Manager, or System Center 2019 Orchestrator, depending on which software license(s) you acquire.

**Windows Server Container without Hyper-V Isolation** is a feature of Windows Server software.

## License Model. The software is licensed based on the number of physical and virtual operating system environments you manage, the physical hardware and, in some cases, the number of users who use them.

## Licensing Terminology.

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

**ii.** **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. 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.

**iii. Operating System Environment.** An “operating system environment” (or “OSE”) 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 OSEs, physical and virtual. A physical OSE is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g., Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technology or similar technologies) is considered part of the physical OSE. A virtual OSE is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of: one physical OSE and one or more virtual OSEs.

**iv.** **Managing OSEs**. For purposes of these license terms, to “manage” an OSE means to

* solicit or receive data about,
* configure, or
* give instructions to the hardware or software that is directly or indirectly associated with the OSE.

“Managing” an OSE does not include discovering the presence of a device or OSE.

# USE RIGHTS.

# Acquiring and Assigning Management Licenses.

## Before you use the Server Software to manage your OSEs, you must acquire and assign the required number of the appropriate category, type or edition of management licenses as described below.

* + 1. Categories of Management Licenses. There are two categories of management licenses: server and client. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. OSEs running any other operating system software require client management licenses.
    2. Server Management Licenses. There is one type of server management license: OSE, and two editions: Standard and Datacenter. An OSE server management license permits you to use the Server Software to manage the number of OSEs corresponding to its edition. All of the server management licenses you assign to a server must be of the same edition. Your server management licenses do not permit management of any OSE running a non-server operating system.
       1. **System Center 2019 Standard.** The number of OSE server management licenses you need depends on the number of physical cores on the server on which your managed OSEs will run and the number of OSEs you will manage on that server.
          1. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
          2. Provided you acquire and assign to your server the required number of Standard edition server management licenses, as specified in 2.a.ii.A.I above, you may manage two OSEs on the licensed server. Standard edition permits management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs. Additionally, you may manage any number of OSEs instantiated as Windows Server Containers without Hyper-V Isolation on that server.

You may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2.a.ii.A.I above and manage two additional OSEs.

* + - 1. **System Center 2019 Datacenter.** The number of OSE server management licenses you need depends on the number of physical cores on the server on which your managed OSEs will run. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.

Provided you acquire and assign to your server the required number of Datacenter edition server management licenses, as described above, you may manage any number of OSEs on that server. Additionally, you may manage any number of OSEs instantiated as Windows Server Containers without Hyper-V Isolation on that server.

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OSE Client Management Licenses.

* + One OSE Client Management License permits you to use the Server Software to manage one OSE.
  + Each OSE Client Management License you acquire must be assigned to the device on which your managed OSE will run.
  + Management of an OSE accessed by more than one user requires one OSE Client Management License or one User Client Management License for each user.

User Client Management Licenses.

* + One User Client Management license permits you to use the Server Software to manage all of the OSEs used by the user to whom it is assigned.
  + Each User Client Management License you acquire must be assigned to one user.
  + Management of an OSE accessed by more than one user requires one OSE Client Management License or one User Client Management License for each user.
    1. Management Licenses Not Required. You do not need a management license for

any of your OSEs in which no instances of software are running,

any of your network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software,

any OSEs you are converting from physical to virtual during the conversion process, or

any of your devices for which you are exclusively performing out of band management.

* any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.
  + 1. Reassignment of Management Licenses. You may
* permanently reassign a management license from one device to another or from one user to another; or
* temporarily reassign a management license to a loaner device while the first device is out of service or a temporary worker while the first user is absent.
  + 1. Management License Downgrade Rights. Your System Center 2019 management licenses permit management by instances of earlier versions of the Server Software.

## Software Use. Once you acquire and assign the required number of appropriate management license(s) to your servers, other devices and users, you may use the Server Software to manage your OSE(s). Each management license, gives you the following rights.

### **Running Instances of the Server Software.** You may run, at any one time, one instance of the Server Software on one or more of your servers.

### **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of software identified as additional software for the applicable Server Software in physical or virtual OSEs on any number of devices. You may use additional software only with the Server Software directly, or indirectly through other additional software.

## Included Microsoft Programs. The software contains other Microsoft programs. These license terms identify them, and indicate if other license terms apply to your use of those programs, 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.

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## SQL Server Branded Components.

### System Center Virtual Machine Manager contains the following Microsoft SQL Server branded components and the license terms that would apply to your use of these programs are found in the “LICENSES” folder located on the DVD or in the installed location. If you do not agree to their license terms, you may not use these programs.

* + Data-Tier Application Framework (2014)
  + SQL Server 2014 Shared Management Objects
  + SQL Server 2014 Transact-SQL ScriptDom
  + SQL Server 2014 Transact-SQL Compiler Service
  + System CLR Types for Microsoft SQL Server 2014

### System Center Configuration Manager 1606 contains the following Microsoft SQL Server branded components and the license terms that would apply to your use of these programs are found at <http://go.microsoft.com/fwlink/?LinkID=787077>. If you do not agree to their license terms, you may not use these programs.

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  + [SQL Server 2014 Express](https://na01.safelinks.protection.outlook.com/?url=http%3a%2f%2fgo.microsoft.com%2ffwlink%2f%3fLinkID%3d787072&data=02%7c01%7clyretall%40microsoft.com%7c70910152420249c3136708d3dcd8673a%7c72f988bf86f141af91ab2d7cd011db47%7c1%7c0%7c636094794422010344&sdata=2VPrpYve9eEcdA9Flwqqz8CzYQ2SL%2bGrpbF%2f%2byRPKFA%3d)
  + [SQL Server 2014 Shared Management Objects](https://na01.safelinks.protection.outlook.com/?url=http%3a%2f%2fgo.microsoft.com%2ffwlink%2f%3fLinkID%3d787073&data=02%7c01%7clyretall%40microsoft.com%7c70910152420249c3136708d3dcd8673a%7c72f988bf86f141af91ab2d7cd011db47%7c1%7c0%7c636094794422010344&sdata=gEmnwYWL0IhbVgsK%2bShe9DH7g5CZtGW6UDZrqRjfmZM%3d)
  + [SQL Server Compact 4.0 Service Pack 1 (Sp1)](https://na01.safelinks.protection.outlook.com/?url=http%3a%2f%2fgo.microsoft.com%2ffwlink%2f%3fLinkID%3d787074&data=02%7c01%7clyretall%40microsoft.com%7c70910152420249c3136708d3dcd8673a%7c72f988bf86f141af91ab2d7cd011db47%7c1%7c0%7c636094794422020349&sdata=zy76b60mzRDv3MqrBcsvMQTM9xHHlICxN6AaEJUPtOU%3d)
  + [System CLR Types For Microsoft SQL Server 2014](https://na01.safelinks.protection.outlook.com/?url=http%3a%2f%2fgo.microsoft.com%2ffwlink%2f%3fLinkID%3d787075&data=02%7c01%7clyretall%40microsoft.com%7c70910152420249c3136708d3dcd8673a%7c72f988bf86f141af91ab2d7cd011db47%7c1%7c0%7c636094794422020349&sdata=MxmDqMdmWK1vGz0O26irvbRvhHF%2bQseQ1EjzxwmDsq8%3d)

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