(For ISV Royalty Program Only)

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| **Microsoft****[[1]](#footnote-1) BizTalk Server 2016 Enterprise**[[2]](#footnote-2) |
| **Licenses:** **[[3]](#footnote-3)** |
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| **END-USER LICENSE AGREEMENT** |

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* updates,
* supplements, and
* Internet-based services

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If you comply with these license terms, you have the rights below for each server you properly license.

# 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/or virtual cores 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 executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
* **Operating System Environment (“OSE”).** 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 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.
* **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
* **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
* **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
* **Assigning a License.** To assign a license is to designate that license to a server.

# 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 as described below.

## Determining the Number of Licenses Required. You have two options:

* + 1. Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server, subject to a minimum of four licenses per processor.
    2. Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

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

### **Initial Assignment.** After you determine the number of software licenses required 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.

### **Reassignment.** 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. Your right to run instances of the server software depends on the option chosen to determine the number of licenses required.

### **Physical Cores on a Server.** For each server to which you have assigned the required number of licenses as provided in Section 2(b)(i), you may run on the licensed server any number of instances of the server software in a number of physical and/or virtual OSEs equal to the number of licenses assigned to that sever. Thereafter, for each additional license that you assign in the licensed server under Section 2(b)(i), you may run instances of the server software in an additional OSE on that licensed server.

### **Individual Virtual OSE.** For each virtual OSE for which you have assigned the required number of licenses as provided in Section 2(b)(ii), you have the right to run any number of instances in that virtual OSE.

## 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.

* Administration and Monitoring Tools
* Development Tools
* Software Development Kit(s)
* HTTP Receive Adapter
* SOAP Receive Adapter
* Windows SharePoint Services Adapter Web Service
* Windows Communication Foundation Adapters
* Business Activity Monitoring (“BAM”) Event APIs and Interceptors & Administration Tools
* BAM Alert Provider for SQL Notification Services
* BAM Client
* BizTalk Server Related Schemas and Templates
* Business Activity Services
* Master Secret Server/Enterprise Single Sign-On
* MQHelper.dll
* ADOMD.NET
* MSXML
* SQLXML
* Business Rules Component
* MQSeries Agent

## 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.

# Office Web Component. You may use the component only to view and print copies of static documents, text and images created with the software. You do not need separate licenses for those copies of the component as long as you use them only for those purposes.

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# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or 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.

## Management Packs for System Center Operations Manager. The server software may contain Management Packs for System Center Operations Manager (“OM”). This data is part of OM. The license terms for OM apply to your use of these OM Management Packs.

## 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.

## Distributable Code. The software contains code that you are permitted to distribute in programs you develop if you comply with the terms below.

* + 1. Right to Use and Distribute. The code and text files listed below are “Distributable Code.”

Sample Code. You may modify, copy, and distribute the source and object code form of code marked as “sample.”

Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.

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* include Distributable Code in malicious, deceptive or unlawful programs; or
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* others have the right to modify it.

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## Consent for Internet-Based Services. The software feature described below and in the Microsoft Error Reporting Service Privacy Statement connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. Unless otherwise noted, you may switch off this feature or not use it. For more information about this feature, see <http://oca.microsoft.com/en/dcp20.asp>. By using this feature, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you.

* Computer Information. The following feature uses Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based service available to you.
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