

## Microsoft® System Center Mobile Device Manager 2008

**Server Licenses:** \_\_\_\_\_<sup>1</sup>

**Client Access Licenses:** \_\_\_\_\_<sup>2</sup>

### END-USER LICENSE AGREEMENT

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor") and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

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

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**These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.**

**If you comply with these license terms, you have the rights below for each software license you acquire.**

#### 1. OVERVIEW.

a. **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.

b. **License Model.** The software is licensed based on

- the number of instances of server software that you run; and
- the number of devices and users that access instances of server software.

c. **License Terms for Use with Virtual Server and Other Similar Technologies.**

- **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

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<sup>1</sup> **LICENSOR:** Specify the total number of licenses of the server software the end user is licensed to use under this EULA.

<sup>2</sup> **LICENSOR:** Specify the total number of copies of user CALs that may access the copies of the server software licensed under this EULA. If you are only providing additional user CALs to a previously licensed end user, then you must specify that number of additional user CALs.

- 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 device or user.

## 2. USE RIGHTS.

### a. 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.

### b. 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.

### c. 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 System Center Mobile Device Manager 2008 Management Pack for Operations Manager 2007
- Microsoft System Center Mobile Device Manager 2008 Management Pack for MOM 2005

### d. 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 above (e.g., you may not distribute instances to third parties).

## 3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

### a. Client Access Licenses (CALs).

- 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.
- ii. 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.
- iii. 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.
- b. 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.
- c. 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.
- d. Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
- 4. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
- a. Consent for Internet-Based Services.** The software feature described below connects to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off this feature or not use it. For more information about this feature, see [//oca.microsoft.com/en/dcp20.asp](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.
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  - publish the software for others to copy;

- rent, lease or lend the software; or
- use the software for commercial software hosting services.

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7. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
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