

Microsoft License Terms

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS SERVER 2016 ESSENTIALS

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

for this software, unless other terms accompany those items. If so, those terms apply.

By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, return it to the retailer for a refund or credit. If you cannot obtain a refund there, contact Microsoft or the Microsoft affiliate serving your country for information about Microsoft's refund policies. See (aka.ms/msoffices). In the United States and Canada, call (800) MICROSOFT or see (aka.ms/nareturns).

As described below, using some features also operates as your consent to the automatic updates and the transmission of certain standard computer information for Internet-based services.

EVALUATION USE RIGHTS. If you acquired an evaluation version of the software, then the EVALUATION USE RIGHTS described in this section apply to your use of the software:

- You may use the software only to test, demonstrate, and internally evaluate it.
- You may not use the software in a live operating environment unless Microsoft permits you to do so under another agreement.
- **TIME-SENSITIVE LICENSING.** The evaluation license you have for the software will expire after 180 days. Unless the software is validly licensed, you have no right to use the software after the time permitted for evaluation.
- Sections 1–3, 5, 9–14, 23, and Limited Warranty do not apply. The remaining sections below apply.
- **DISCLAIMER OF WARRANTY.** The software is licensed “as-is.” You bear the risk of using it. Microsoft gives no express warranties, guarantees, or conditions. You may have additional consumer rights under your

local laws that this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Because this software is “as is,” we may not provide support services for it.

LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. You can recover from Microsoft and its suppliers only direct damages up to \$5.00 USD. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third-party Internet sites, or third-party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential, or other damages.

If you acquired a retail version of the software, the license terms described below apply to you.

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.

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

- the number of instances of server software that you run; and
- the server software functionality accessed.

c. 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:
 - (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
 - (ii) 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 Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization 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:

- (i) one physical operating system environment, and
 - (ii) one or more virtual operating system environments.
- **Server.** A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
 - **User Account.** A User Account is a unique user name with its associated password created through the Windows Server 2016 Essentials Console.
 - **Assigning a License.** To assign a license means to designate that license to one device or user.

2. USE RIGHTS

a. Assigning the License to the Server

- i. **Initial Assignment.** 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.
- ii. **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.

b. **Running Instances of the Server Software**

- i. You may run, at any one time:

- one instance of the server software in one physical operating system environment; and
- one instance of this edition of the server software in one virtual operating system environment on the licensed server.

- ii. You must run the server software within a domain where the server's Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- as the root of the domain forest;
- not to be a child domain; and
- to have no trust relationships with any other domains.

- iii. If you run both permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to run hardware virtualization software or provide hardware virtualization services. The instance running hardware virtualization software or hardware virtualization services does not need to meet the requirements in (ii) above. The instance running hardware virtualization software or hardware virtualization services is the only such configuration that does not require the instance to be a domain controller.

- c. **Using the Server Software.** You may install and use one copy of the server software on a licensed server. You may use up to 25 User Accounts. Each User Account permits a named user to access and use the server software on that server.

- d. **Windows Server 2016 Essentials Connector.** You may install and use the Windows Server 2016 Essentials Connector software on no more than 50 client devices at any one time. You may use

this software only with the server software.

- e. **Windows Server 2016 Essentials Computer Restore.** You may install and use the Windows Server 2016 Essentials Computer Restore software on each client device on which you have previously installed the Windows Server 2016 Essentials Connector software. You may only restore the backup image to the same client device from which the backup was created. You may use this software only with the server software.
- f. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed on the website specified below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software. For a list of additional software, visit (aka.ms/additionalsoftware).
- g. **Creating and Storing Instances on Your Servers or Storage Media.** For each software license you acquire, you may create and store any number of instances of the software on any of your servers or storage media. This may be done solely to exercise your right to run instances of the software under any of your licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).
- h. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms apply to your use of those programs.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

- a. **Windows Server 2016 Active Directory Rights Management Services CAL.** You must acquire a Windows Server 2016 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2016 Active Directory Rights Management Services functionality.
- b. **Multiplexing.** Hardware or software you use to:
 - pool connections,
 - reroute information,
 - reduce the number of devices or users that directly access or use the software,
 - reduce the number of devices or users the software directly manages,(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.
- c. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only:
 - embed fonts in content as permitted by the embedding restrictions in the fonts; and

- temporarily download them to a printer or other output device to print content.

- d. **Icons, images, and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds, and media provided with the software are for your non-commercial use only.
 - e. **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.
 - f. **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.
 - g. **Additional Functionality.** Microsoft may provide additional functionality for the software. Other license terms and fees may apply.
4. **MANDATORY ACTIVATION.** Activation associates the use of the software with a specific device. During activation, the software may send information about the software and the device to Microsoft. This information includes the version, language, and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see (aka.ms/mandatoryactivation). By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. **Unless the software is activated, you have no right to use the software after the time permitted for activation.** This is to prevent its unlicensed use. **You are not permitted to bypass or circumvent activation.** If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. **The software may remind you to activate it until you do.**

5. VALIDATION

- a. The software will, from time to time, validate the software and update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see (aka.ms/genuine).
- b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see (aka.ms/genuineprivacy).

c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to:

- use or continue to use some of the features of the software, or
- obtain certain updates or upgrades from Microsoft.

d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources.

e. **Active Directory.** After 30 days from the date of initial installation, the software will regularly check the Active Directory domain state and during these checks, will:

- verify that the software is installed as a domain controller,
- verify that the software is assigned the Flexible Single Master Operations (FSMO) roles (also known as operations master roles),
- verify that the software is installed at the root of the domain forest, and
- verify that the domain contains no trusts to other domains.

If either of these tests fail:

- Failure warnings will be presented to logged in users through the software logs and health alerts.
- On the 22nd day of continued non-compliance, the software will cause the server to shut down. You may re-start the software immediately after it shuts down.
- Until the configuration is corrected, the software can be run for 21 calendar days before another shutdown occurs. During this 21-day period, you will be able to make the necessary corrections to your configuration to become compliant with these license terms.

Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

6. **PRIVACY; 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.** Some of the software features send or receive information when using those features. In some cases, you will not receive a separate notice when they

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ology under this agreement.

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11. ACADEMIC EDITION SOFTWARE

12. DOWNGRADE

the earlier version that you elect to use under this downgrade option. For the avoidance of doubt, by electing this downgrade option: (i) you will not have the right to create, store, or use a greater number of instances of the software than are permitted under this agreement, and (ii) you will need to acquire licenses for the number of processors in the physical server in accordance with Section 2 of this agreement. If the earlier version includes different components, not covered in this agreement, the terms that are associated with those components in the earlier version apply to your use of them. Microsoft is not obligated to supply earlier versions to you. At any time, you may replace an earlier version with this version of the software.

- 13. PROOF OF LICENSE.** If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see (aka.ms/genuine).
- 14. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

Nothing in this agreement prohibits the transfer of software to the extent allowed under applicable law if the distribution right has been exhausted.

- 15. NOTICE ABOUT THE H.264/AVC, MPEG-4 VISUAL STANDARDS, AND THE VC-1 VIDEO STANDARDS.** This software may include H.264/AVC, MPEG-4 and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, THE MPEG-4 PART 2 AND THE VC-1 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, MPEG-4 PART 2 AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C; see www.mpegla.com.

- 16. ADOBE FLASH PLAYER.** The software includes Adobe Flash Player that is licensed under terms from Adobe Systems Incorporated at (aka.ms/adobeflash). Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

- 17. 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 programs are included for your information only.
- 18. EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use. For additional information, see (aka.ms/exporting).
- 19. SUPPORT SERVICES.** Microsoft provides support services for the software as described at (aka.ms/mssupport).
- 20. ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, and Internet-based services and support services that you use, are the entire agreement for the software and support services.
- 21. APPLICABLE LAW**
- a. United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
- b. Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
- 22. LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
- Canada.** You can choose to stop receiving updates by turning off the automatic update feature or Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.
- 23. LIMITATION ON AND EXCLUSION OF DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special, indirect, or incidental damages.

This limitation applies to:

- anything related to the software, services, content (including code) on third-party Internet sites, or third-party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement, or a refund for the software does not fully compensate you for any losses; or
- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential, or other damages.

LIMITED WARRANTY

A. LIMITED WARRANTY. If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

References to “limited warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under local Consumer Law.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES. The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

To the extent permitted by law, any implied warranties, guarantees, or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, or condition lasts.

C. EXCLUSIONS FROM WARRANTY. This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Microsoft’s reasonable control.

D. REMEDY FOR BREACH OF WARRANTY. Microsoft will repair or replace the software at no charge. If Microsoft cannot repair or replace it, Microsoft will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates, and replacement software at no charge. If Microsoft cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to Microsoft with proof of purchase to obtain a refund. These are your only remedies for breach of the limited warranty.

- E. **CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change.
- F. **WARRANTY PROCEDURES.** You need proof of purchase for warranty service.
- 1. United States and Canada.** For warranty service or information about how to obtain a refund for software acquired in the United States and Canada, contact Microsoft at:
 - (800) MICROSOFT;
 - Microsoft Customer Service and Support, One Microsoft Way, Redmond, WA 98052-6399; or
 - visit (aka.ms/nareturns).
 - 2. Europe, Middle East, and Africa.** If you acquired the software in Europe, the Middle East, or Africa, Microsoft Ireland Operations Limited makes this limited warranty. To make a claim under this warranty, you should contact either:
 - Microsoft Ireland Operations Limited, Customer Care Centre, Atrium Building Block B, Carmanhall Road, Sandyford Industrial Estate, Dublin 18, Ireland; or
 - the Microsoft affiliate serving your country (see aka.ms/msoffices).
 - 3. Australia.** For warranty service and to claim expenses in relation to the warranty (if applicable) for software acquired in Australia, contact Microsoft at:
 - 13 20 58;
 - Microsoft Pty Ltd, 1 Epping Road, North Ryde NSW 2113 Australia.
 - 4. Outside the United States, Canada, Europe, Middle East, Africa, and Australia.** If you acquired the software outside the United States, Canada, Europe, the Middle East, Africa and Australia, contact the Microsoft affiliate serving your country (see aka.ms/msoffices).
- G. **NO OTHER WARRANTIES.** The limited warranty is the only direct warranty from Microsoft. Microsoft gives no other express warranties, guarantees, or conditions. Where allowed by your local laws, Microsoft excludes implied warranties of merchantability, fitness for a particular purpose, and non-infringement. If your local laws give you any implied warranties, guarantees, or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

FOR AUSTRALIA ONLY. References to "Limited Warranty" are references to the warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for

any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY. The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. You may also have other rights that vary from country to country.

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