

Microsoft[®] SQL Server[®] 2008 Standard Edition End User License Agreement¹

Server Licenses: 1²

User Client Access Licenses: 5³

Device Client Access Licenses: 0⁴

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.

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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. **Licensing Terminology.**

¹ This End User License Agreement applies only to the Microsoft SQL Server Software. All other software is governed by the terms and conditions set forth in CyberOptics Terms and Conditions of Sale and License available at www.cyberoptics.com.

² LICENSOR: Specify the total number of server licenses for which the end user is licensed under this agreement.

³ LICENSOR: Specify the total number of user CALs that may access directly or indirectly instances of the server software licensed under this agreement.

⁴ LICENSOR: Specify the total number of device CALs that may access directly or indirectly instances of the server software licensed under this agreement.

- **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 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. A hardware partition or blade is considered to be a separate 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 any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

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 solely to support your use of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio

- Microsoft Sync Framework
 - SQL Server 2008 Books Online
- 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 (e.g., you may not distribute instances to third parties).
- e. **Included Microsoft Programs.** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs).

- i. You must acquire and assign a SQL Server 2008 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 may not access instances of the server software under Workgroup Edition CALs.
 - You may use your Windows Small Business Server (“SBS”) 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
 - You may use your Windows Essential Business Server (“EBS”) 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
 - 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. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
- 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. **Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the unified solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.
- c. **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.
- d. **Multiplexing.** Hardware or software you use to
- pool connections,
 - reroute information, and
 - reduce the number of devices or users that directly access or use the software, or
 - 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.
- 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. **Fail-over Server.** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.
4. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
5. **.NET FRAMEWORK AND POWERSHELL SOFTWARE.** The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.
6. **BENCHMARK TESTING.** You must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.
7. **MICROSOFT .NET FRAMEWORK.** The software includes one or more components of the .NET Framework (“.NET Components”). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
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 - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
 - 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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- 9. BACKUP COPY.** You may make one backup copy of the software media. You may use it only to create instances of the software.
- 10. DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
- 11. NOT FOR RESALE SOFTWARE.** You may not sell software marked as “NFR” or “Not for Resale.”
- 12. ACADEMIC EDITION SOFTWARE.** You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.
- 13. TRANSFER TO ANOTHER DEVICE.** You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.
- 14. TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.
- 15. 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 www.microsoft.com/exporting.
- 16. ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.
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ADDITIONAL TERMS:

- a. You may not take any action that would separate the software from the computer that it is loaded on.
- b. The software is not fault-tolerant. The software is not designed or intended for use in any situation where failure or fault of any kind of the software could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). You are not licensed to use the software in conjunction with High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug, and Cosmetic Act unless: (i) use of the software in Class III medical devices has been specifically reviewed and approved by the US Food and Drug Administration for marketing in the United States; or (ii) the medical device is intended for marketing outside the United States and is identical in technology and labeling to such approved United States version.
- c. CyberOptics is solely responsible for providing you with technical support for CyberOptics products, including the Microsoft software therein.