

Licensing Models for Windows Server 2012 R2 Data Centre



Contents

Section 1.	Per Processor License Model.....	3
1.1.	General Terms	3
1.1.1.	Licensing a Server	3
1.1.2.	Determining the Number of Licenses Required	3
1.1.3.	Assigning the Required Number of Licenses to the Server	4
1.1.4.	Running Instances of the Server Software.....	4
1.1.5.	Running Instances of the Client Software	4
1.1.6.	Creating and Storing Instances on Your Servers or Storage Media	4
1.1.7.	Additional Licensing Requirements and/or Use Rights	5
1.1.8.	No Subscriber Access Licenses (SALs) Required for Access	5
1.1.9.	Distributable Code.....	5
1.1.10.	System Centre Packs.....	5
1.1.11.	License Mobility within Server Farms.....	5
1.1.12.	Assigning Licenses and Using Software within a Server Farm.....	5
1.1.13.	License reassignment	5
1.1.14.	Determining the Number of Licenses Required	6
1.1.15.	Running instances of the Server Software in a Server Farm.....	6
1.1.16.	Alternative Method of Counting.....	6
1.1.17.	Windows Server 2012 R2 Data Centre.....	6
Section 2.	Additional Terms:.....	7
2.1.	Number of Licenses Required.....	7
2.2.	Testing, maintenance, and administration access	7
2.3.	Data Storage Technology	7
2.4.	Windows Server 2012 R2 Remote Desktop Services.....	7
2.5.	Windows Server 2012 R2 Active Directory Rights Management Services	8
2.6.	Microsoft Application Virtualization for Remote Desktop Services.....	8
	Appendix 1: Client/Additional Software	9
	Appendix 2: Notices.....	14
	Disclaimer Notice:	17

Section 1. Per Processor License Model

1.1. General Terms

1.1.1. 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.

1.1.2. Determining the Number of Licenses Required

Except as stated in the Product-Specific License Terms for a given product, the number of licenses required is based on either the total number of physical processors on the server (as described in Option 1 below) or the number of virtual and physical processors used (as described in Option 2 below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, you must follow Option 2.

Option 1: Unlimited Virtualization: Under this option, the number of licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. This option is available to you only for enterprise editions of the software.

Option 2: Licensing based on Processors Used: Under this option, the total number of licenses required for a server equals the sum of the licenses required under (a) and (b) below. This is the only option available to you for editions other than enterprise.

a) To run instances of the server software in the physical OSE on a server, you need a license for each physical processor that the physical OSE uses.

b) To run instances of the server software in virtual OSEs on a server, you need a license for each virtual processor* that each of those virtual OSEs uses. If a virtual OSE uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

*A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given virtual OSE on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of A) and B) below:

- a) one license for every X logical processors that virtual OSE uses
- b) one license if the number of logical processors it uses is not a whole number multiple of X

“X,” as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

1.1.3. Assigning the Required Number of Licenses to the Server

After you determine the number of licenses you need for a server, you must assign that number of 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.

You may reassign a license, but not within the same calendar month unless 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.

1.1.4. Running Instances of the Server Software

Your right to run the software depends on the option used to determine the number of licenses required.

Option 1: Unlimited Virtualization: If you assign to a server licenses equal to the total number of physical processors on the server:

- a) You may run, at any one time, any number of instances of the server software in one physical and any number of virtual OSEs on that server.
- b) You do not need to license virtual processors.

Option 2: Licensing based on Processors Used: You may run, at any one time, any number of instances of the server software in physical and virtual OSEs on the licensed server. However, the total number of physical and virtual processors used by those OSEs cannot exceed the number of licenses assigned to that server.

1.1.5. Running Instances of the Client Software

You may run or otherwise use any number of instances of the client software listed in Appendix 1 in physical or virtual operating system environments (or OSEs) on any number of your devices or your customer's. You and your customers may use the client software only with the server software directly or indirectly through other client software.

1.1.6. Creating and Storing Instances on Your Servers or Storage Media

You have the additional rights below for each software license you acquire.

- a) You may create any number of instances of the server software and client software.
- b) You may store instances of the server software and client software on any of your servers or storage media.

c) You may create and store instances of the server software and client software solely to exercise your right to run instances of the server software under the software licenses as described above.

1.1.7. Additional Licensing Requirements and/or Use Rights

1.1.8. No Subscriber Access Licenses (SALs) Required for Access

Except as described in this Per Processor section, you do not need SALs for other devices to access your instances of the server software.

1.1.9. Distributable Code

You may use Distributable Code as described in the Universal License Terms.

1.1.10. System Centre Packs

The license terms for the applicable System Centre products apply to your use of Management Packs, Configuration Packs, Process Packs and Integration Packs included with the software.

1.1.11. License Mobility within Server Farms

Note: Applicable only to products designated as having License Mobility Within Server Farms in the Product-specific License Terms section below.

1.1.12. Assigning Licenses and Using Software within a Server Farm

You may determine the number of licenses you need, assign those licenses, and use the server software as provided in the General License Terms. Alternatively, you may apply the use rights below.

Server Farm. A server farm consists of up to two data centres each physically located:

a) in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or

b) within the European Union (EU) and/or European Free Trade Association (EFTA).

Each data centre may be part of only one server farm. You may reassign a Data Centre from one server farm to another, but not on a short-term basis (i.e., not within 30 days of the last assignment).

1.1.13. License reassignment

Within a Server Farm: You may reassign licenses to any of your servers located within the same server farm as often as needed. The prohibition against mid-calendar month reassignment does not apply to licenses assigned to servers located within the same server farm.

Across Server Farms: You may reassign licenses to any of your servers located in different server farms, but not during the same calendar month.

1.1.14. Determining the Number of Licenses Required

Despite anything to the contrary in General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by OSEs in which instances of the software are running.

1.1.15. Running instances of the Server Software in a Server Farm

For all server software covered under License Mobility: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of operating system environments (or OSEs) within a server farm. The number of physical processors supporting or used by operating system environments (or OSEs) at any one time may not exceed the number of licenses assigned to servers within the farm.

1.1.16. Alternative Method of Counting

Instead of counting the number of physical processors supporting virtual OSEs, you may count the number of virtual processors being used by virtual OSEs in which instances are running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each of the underlying physical processors. You must assign a number of licenses equal to the sum of the greatest number of:

- a) virtual processors at any one time used by virtual OSEs in which instances of software are running and
- b) physical processors at any one time used by physical OSEs in which instances of software are running

1.1.17. Windows Server 2012 R2 Data Centre

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model and the product-specific license terms below.

License Mobility Within Server Farms: No	See Applicable Notice: Potentially Unwanted Software, MPEG4, VC-1 (see Appendix 2)
Client/Additional Software: Yes (see Appendix 1)	

Section 2. Additional Terms:

2.1. Number of Licenses Required

You need one software license for each physical processor on a server, which permits you to run on that server, at any one time,

a) one instance of the server software in one physical operating system environment (or OSE), and

b) any number of instances of the server software in virtual operating system environments (or OSEs) (only one instance per virtual operating system environment (or OSE)).

You may run on the licensed server an instance of Web, Standard or Enterprise (the same or any earlier version) or earlier versions of Data Centre in place of Data Centre in any operating system environment (or OSE).

2.2. Testing, maintenance, and administration access

For each instance running in an operating system environment (or OSE), you may also permit up to two (2) other users to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of the licensed products. These users do not need Windows Server 2012 R2 Remote Desktop Services SALs.

2.3. Data Storage Technology

The server software may include data storage technology called Windows Internal Database. Components of the server software use this technology to store data. You may not otherwise use or access this technology under this agreement.

2.4. Windows Server 2012 R2 Remote Desktop Services

You must acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.

You must also acquire a Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access Windows Server 2012 R2 Remote Desktop Services or Windows Server 2012 R2 to host a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology).

Desktops delivered as a service are supported under SPLA using Windows Server and Remote Desktop Services (RDS). If you choose to deliver a service of this type, you must explicitly identify in your marketing materials that this infrastructure is being used for your service delivery. The Windows Desktop Operating System cannot be used to provide a hosted client, hosted graphical user interface or desktop as a service.

2.5. Windows Server 2012 R2 Active Directory Rights Management Services

You must acquire a Windows Server 2012 R2 Active Directory Rights Management Services SAL for each user that is authorized to directly or indirectly access the Windows Server 2012 R2 Active Directory Rights Management Services functionality. Please see the SAL licensing model section for a description of the SAL license.

2.6. Microsoft Application Virtualization for Remote Desktop Services

You must acquire a Microsoft Windows Server 2012 R2 Remote Desktop Services SAL for each user that is authorized to directly or indirectly access the Microsoft Application Virtualization for Remote Desktop Services functionality. Please see the SAL licensing model section for a description of the SAL license.



Appendix 1: Client/Additional Software

PRODUCT	LIST OF CLIENT SOFTWARE
BizTalk Server RFID 2010	
<ul style="list-style-type: none"> RFID Client and Tools RFID SDK RFID Mobile 	
BizTalk Server 2013 R2 Branch, Standard and Enterprise Editions	
<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> 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 UDDI
Exchange Server 2013 Standard and Enterprise	
<ul style="list-style-type: none"> Exchange Management Tools 	
Forefront Identity Manager 2010 R2	
<ul style="list-style-type: none"> Change Microsoft Password Notification Service Microsoft BHOLD Suite FIM Certificate Management Client 	<ul style="list-style-type: none"> FIM Certificate Management Bulk Issuance Client System Centre Service Manager 2010
Lync Server 2013 Standard and Enterprise	
<ul style="list-style-type: none"> Lync Web App 2013 Plug-in Topology Builder Administrative Tools 	<ul style="list-style-type: none"> PowerShell Snap-In Lync 2013 Group Chat Administration Tool Lync Server 2013 Attendant

	<ul style="list-style-type: none"> • Lync Server 2013 Hoster Pack
Microsoft Dynamics AX 2012 R3	
<ul style="list-style-type: none"> • Microsoft Dynamics AX 2012 R3 Windows Rich Client Software 	<ul style="list-style-type: none"> • Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 •
Microsoft Dynamics C5 2012	
<ul style="list-style-type: none"> • Microsoft Dynamics C5 2012 Windows Rich Client Software 	
Microsoft Dynamics CRM 2013 Service Provider	
<ul style="list-style-type: none"> • Microsoft Dynamics CRM 2013 for Microsoft Office Outlook • Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2013 • Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2013 • Marketing Pilot Connector for Microsoft Dynamics CRM • Microsoft Dynamics CRM for supported devices 	<ul style="list-style-type: none"> • Microsoft SharePoint Grid for Microsoft Dynamics CRM 2013 • Microsoft Dynamics CRM 2013 Report Authoring Extensions • Microsoft Dynamics CRM 2013 Best Practices Analyzer • Microsoft Dynamics CRM 2013 Multilingual User Interface (MUI)
Microsoft Dynamics GP 2013	
<ul style="list-style-type: none"> • Microsoft Dynamics GP 2013 Windows Rich Client Software. • Management Reporter Designer Client Software for Microsoft Dynamics GP 2013 • Microsoft Dynamics GP 2013 Web Client 	
Microsoft Dynamics NAV 2013 R2	
<ul style="list-style-type: none"> • Microsoft Dynamics NAV 2013 R2 Windows Rich Client Software. • Microsoft Dynamics NAV 2013 R2 Web Client • Microsoft Dynamics NAV 2013 R2 SharePoint Client 	

Microsoft Dynamics SL 2011

- Microsoft Dynamics SL 2011 Windows Rich Client Software.
- Management Reporter Designer Client Software for Microsoft SL 2011
- Microsoft Dynamics SL 2011 Connector for Dynamics CRM 2011

Project Server 2013

- Software Development Kit (SDK)

SharePoint Server 2013

- Software Development Kit (SDK)

SharePoint 2013 Hosting

- Software Development Kit (SDK)

SQL Server 2014 Standard, Enterprise, Web and Business Intelligence

- Client Tools Connectivity
- Documentation Components

System Centre 2012 R2 Client Management Suite

- Configuration Manager Client
- Device Management Point
- Custom Updates Publishing Tool
- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Audit Collection Services software
- Power Shell
- Business Intelligence Development Studio
- Legacy Components
- Notification Services Client Components
- Reporting Services Shared Tools
- Software Development Kit
- SQL Server 2008 Books Online
- Data warehouse management server
- Service Manager console
- Avicode Incident Snapshot Utility
- Management Point
- Reporting Point
- Secondary Site Server
- Server Locator Point
- Software Update Point
- State Migration Point
- System Health Validator Point
- Out of Band Service Point
- Connector Framework
- Analysis Services Shared Tools
- Connectivity Components
- Management Tools
- Reporting Services Report Manager
- SQL Server 2008 Shared Tools
- SQLXML Client Features
- SQL Server Mobile Server Tools
- Data warehouse database
- Self-service portal

- AVIcode Intercept Agent
- AVIcode Intercept Visual Studio Plug-In
- AVIcode SharePoint Application Cartridge
- AVIcode Advisor 5.7
- AVIcode Intercept uX Management Pack for Operations Manager 2007
- AVIcode SharePoint Application Management Pack for Operations Manager 2007
- Quick Integration Kit
- Opalis Integration Server 6.2.2 SP1
- Data Protection Manager Remote Command-Line
- AVIcode Incident Upload Utility
- AVIcode Intercept SE-Viewer
- AVIcode BizTalk Application Cartridge
- AVIcode Reporting Services Cartridge
- AVIcode .NET Enterprise Management Pack 5.7 for Operations Manager 2007
- AVIcode BizTalk Application Management Pack for Operations Manager 2007
- AVIcode Reporting Services Management Pack for Operations Manager 2007
- Opalis Integration Server
- Opalis Operator Console Installer
- Data Protection Manager 2010 Agent

System Centre 2012 R2 Configuration Manager

- Configuration Manager Client
- Device Management Point
- Custom Updates Publishing Tool
- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Management Point
- Virtual Machine Manager Agent
- Administrator Console
- VMRC Client
- Audit Collection Services software
- Power Shell
- Business Intelligence Development Studio
- Legacy Components
- Notification Services Client Components
- Reporting Services Shared Tools
- Software Development Kit
- SQL Server 2008 Books Online
- Reporting Point
- Secondary Site Server
- Server Locator Point
- Software Update Point
- State Migration Point
- System Health Validator Point
- Out of Band Service Point
- Physical to Virtual Agent
- Virtual Machine Manager Self Service Portal
- Server Application Virtualization
- Connector Framework
- Analysis Services Shared Tools
- Connectivity Components
- Management Tools
- Reporting Services Report Manager
- SQL Server 2008 Shared Tools
- SQLXML Client Features
- SQL Server Mobile Server Tools

Visual Studio Team Foundation Server 2013 with SQL Server 2012 Technology

- Team Explorer for Visual Studio 2013
- Visual Studio Team Foundation Build Services
- Visual Studio Team Foundation Server SharePoint Extensions
- Visual Studio Team Foundation Server Project Server Extensions

Windows Server 2012 R2 Standard, Data Centre, and Cloud Platform Guest

- For a list of additional software go to <http://go.microsoft.com/fwlink/?LinkId=290987>

Windows Server 2012 R2 Essentials

- For a list of additional software go to <http://technet.microsoft.com/en-us/windowsserver/default.aspx>



Appendix 2: Notices

i) Bing Maps

The software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

i) Location Framework

The software may contain a location framework component that enables support of location services in programs. In addition to the other limitations in this agreement, you must comply with all applicable local laws and regulations when using the location framework component or the rest of the software.

ii) Mapping APIs

The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the "Additional Mapping APIs"). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such APIs. These terms and conditions will be provided when you obtain any necessary license keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

iii) Microsoft Accounts in Visual Studio

If you are running the software on Windows 8, Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft Account directly to the software and you are signed into a Microsoft Account in those versions of Windows, you may automatically be signed into the software and VisualStudio.com services accessed by the software using the same Microsoft Account. This allows you to access services within the software and roam the software's settings without being asked to re-enter your Microsoft Account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft Account, see the privacy statement <http://go.microsoft.com/fwlink/?LinkId=286720>.

iv) Notice of automatic updates to previous versions of SQL Server

If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

v) Notice of Data Transfer

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at <http://microsoft.com/licensing/contracts>. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

vi) Computer Information

The features use 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 installed the software.

vii) Use of Information

Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

viii) Consent for Data Transfer

By using these software features, you consent to the transmission of 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.

xii) Notice about the H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video Standard

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 OR MPEG 2 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 <http://www.mpegla.com/index1.cfm>.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

xiv) Potentially Unwanted Software

If turned on, Windows Defender will search your computer for “spyware,” “adware” and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated “high” or “severe” will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in other software on your computer ceasing to work or your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

xv) Recording Notice

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

xvi) Yammer

The software connecting Microsoft Dynamics CRM with Yammer will enable certain data to be shared between the two services. At the direction of you or your end users, the following data will be transmitted to Yammer through Microsoft Dynamics CRM: (i) posts; (ii) links to CRM records; (iii) information contained in the description field of the CRM records; and (iv) any other activity or content you or your end users share with Yammer. Yammer's Terms of Use are available at <https://www.yammer.com/about/terms/>. Its Privacy Statement is available at <https://www.yammer.com/about/privacy/> apply to customer data sent to Yammer.

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