

## MICROSOFT SOFTWARE LICENSE TERMS

### MICROSOFT SQL SERVER 2017 EXPRESS

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) 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,
- 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.

We collect data about how you interact with this software. This includes data about the performance of the services, any problems you experience with them, and the features you use. This also includes data about your device and the network you use to connect to our services, including IP address, device identifiers, regional and language settings. It includes information about the operating systems and other software installed on your device, including product keys. By using this software, you consent to Microsoft's collection of usage and performance data related to your use of the software.

If you comply with these license terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use any number of copies of the software on any device including third party shared devices.
2. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**
  - a. **Distributable Code.**
    - i. **Right to Use and Distribute.** If you comply with the terms below:
      - You may copy and distribute the object code form of the software ("Distributable Code") in programs you develop;
      - You may combine the object code form of the Distributable Code with your programs to develop a unified web solution and permit others via online methods to access and use that unified web solution, provided that the Distributable Code is only used as part of and in conjunction with your programs; and
      - You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
    - ii. **Distribution Requirements.** For any Distributable Code you distribute, you must
      - add significant primary functionality to it in your programs;

- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as this agreement;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

iii. Distribution Restrictions. You may not

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code to run on a platform other than the Windows platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - the code be disclosed or distributed in source code form; or
  - others have the right to modify it.

b. Hosting. You may use the software for commercial software hosting services, subject to the following terms:

- i. You are Fully Responsible. If you use the software for commercial hosting purposes, you will be legally responsible for all usage of the software by your end users.
- i. Indemnity. You must defend, indemnify and hold Microsoft harmless from any claim arising as a result of (1) your improper installation of the software; (2) any software virus introduced by you; (3) your violation of the terms of this agreement; and (4) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the software by an end user (or any third party providing services to the end user).
- ii. No High Risk Use. The software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. You must not grant the right to use the software in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Examples of High Risk Use include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform

the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of end users' use of the software in connection with any High Risk Use.

iii. Compliance with license requirements. You must (1) inform the individuals who have access to the software that the software is licensed by Microsoft, and (2) bind individuals who have access to the software to terms that protect the software at least as much as the terms of this agreement. You will use commercially reasonable efforts to prevent any unauthorized distribution, copying, use, or pirating of the software.

3. SCOPE OF LICENSE. The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- disclose the results of any benchmark tests of the software to any third party without Microsoft's prior written approval;
- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent: (i) permitted by applicable law, despite this limitation or (ii) required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software;
- 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 except as permitted under Section 2.b. ("Hosting") of this agreement.

4. THIRD PARTY NOTICES. The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

5. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

6. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

7. TRANSFER TO A THIRD PARTY. The first user of the software may transfer it and this agreement 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 first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

The provisions of this section do not apply if you acquired the software as a consumer in Germany or in any of the countries listed on this site ([aka.ms/transfer](https://aka.ms/transfer)), in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.

8. 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](http://www.microsoft.com/exporting).

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

10. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

11. 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.

12. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your 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 country if the laws of your country do not permit it to do so.

13. 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 WHICH 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.

FOR AUSTRALIA - you have statutory guarantees under the Australian Consumer Law and nothing in these terms is intended to affect those rights.

14. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. 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.

15. CANADA. You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.