

Microsoft License Terms

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2025 DEVELOPER, EXPRESS, EVALUATION

These license terms are an agreement between you and Microsoft Corporation (or one of its affiliates). They apply to the software named above and any Microsoft services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft's rights relating to pre-updated software or services).

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

IMPORTANT NOTICE: 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 2025 (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.

1. INSTALLATION AND USE RIGHTS.

a. SQL Server Developer.

- i. **General.** You may install and use any number of copies of the software on any device, including third party shared devices, to design, develop, test and demonstrate your programs. You may not use the software in a production environment.
- ii. **Demonstration.** Any person that has access to your internal network may install and use copies of the software to demonstrate use of your programs with the software. Those copies may not be used for any other purpose.
- iii. **User Testing.** Your end users may access the software to perform acceptance tests on your programs.

b. **SQL Server Express.** You may install and use any number of copies of the software on any device including third party shared devices.

c. **SQL Server Evaluation.** You may install and use any number of copies of the software on your devices. You may use the software only to demonstrate and internally evaluate it. You may not use the software in a production environment.

2. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. SQL Server Developer.

- i. **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 help print content.
- ii. **Included Microsoft Programs.** The software includes other Microsoft programs that are licensed and supported under their own terms and policies. Microsoft is making these programs available to you as a convenience only and these programs are licensed and

supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

b. SQL Server Express.

i. Distributable Code.

- Right to Use and Distribute. If you comply with the terms below:
 1. You may copy and distribute the object code form of the software (“Distributable Code”) in programs you develop;
 2. 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
 3. 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;
- 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. iv.

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

- **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.
- **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).
- **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 or conducting e-commerce transactions (exchange of goods or services by means of the Internet or other computer networks), including any shipping, credit card, monetary or other banking transactions. ("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.

- **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.

c. SQL Server Evaluation

i. Included Microsoft Programs. The software includes other Microsoft programs listed at <https://go.microsoft.com/fwlink/?linkid=2102146>. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

ii. Time-Sensitive Software. SQL Server Evaluation will stop running one hundred eighty (180) days after you install it. You will not receive any other notice. You may not be able to access data used with the software when it stops running.

3. DATA COLLECTION.

(a) The software may collect information about you and your use of the software, and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft's products and services. You may opt-out of many of these scenarios, but not all, as described in the product documentation. There are also some features in the software that may enable you to collect data from users of your applications. If you use these features to enable data collection in your applications, you must comply with applicable law, including providing appropriate notices to users of your applications. You can learn more about data collection and use in the help documentation and the privacy statement at <https://aka.ms/privacy>. Your use of the software operates as your consent to these practices.

(b) PROCESSING OF PERSONAL DATA. To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes commitments in the European Union General Data Protection Regulation Terms of the Online Service Terms to all customers effective May 25, 2018, at <https://go.microsoft.com/?linkid=9840733>.

4. THIRD PARTY SOFTWARE. The software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgements, if any, for the third-party applications may be accessible online at <http://aka.ms/thirdpartynotices> or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below

also apply to the extent allowed by applicable law.

5. **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.
6. **SCOPE OF LICENSE.** The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):
 - work around any technical limitations in the software that only allow you to use it in certain ways;
 - reverse engineer, decompile or disassemble the software;
 - remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
 - use the software in any way that is against the law or to create or propagate malware;
 - distribute the software except as permitted under Section 2.b.i ("Distributable Code") of this agreement;
 - publish the software, including any application programming interfaces included in the software, for others to copy;
 - share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
 - share, distribute, or lend the software, provide the software as a hosted solution (except as permitted under Section 2.b.iv ("Hosting")) for others to use, or transfer the software or this agreement to any third party;
 - rent, lease or lend the software.
7. **UPDATES.** The software may periodically check for updates and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
8. **PREVIEW.** You may choose to use preview, insider, beta or other pre-release versions of the software or any related features or functionality available in the software ("previews") that Microsoft may make available. You may use previews only up to the software's expiration date and so long as you comply with all the terms of this agreement. Previews are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this agreement, previews are provided "AS IS," and no warranty, implied or express (including the Limited Warranty), applies to these versions. By installing previews on your device, you may void or impact your device warranty and may not be entitled to support from the manufacturer of your device or network operator, if applicable. Microsoft is not responsible for any damage thereby caused to you. Microsoft may not provide support services for previews. If you provide Microsoft comments, suggestions, or other feedback about the preview ("submission"), you grant Microsoft and its partners rights to use the submission in any way and for any purpose.
9. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
10. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.
11. **SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind.
12. **ENTIRE AGREEMENT.** This agreement, and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software.

13. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES. If you acquired the software in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles. If you acquired the software in any other country, its laws apply. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court. If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court.

14. CONSUMER RIGHTS; REGIONAL VARIATIONS. This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

(a) Australia. You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.

(b) Canada. If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you reconnect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.

(c) Germany and Austria.

i. Warranty. The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, Microsoft gives no contractual guarantee in relation to the licensed software.

ii. Limitation of Liability. In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause ii., Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

15. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED "AS IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

16. LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, 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 (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case 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 state, province, or country may not allow the exclusion or limitation of incidental,

consequential, or other damages.

LIMITATION DES DOMMAGES-INTÉRÊTS ET EXCLUSION DE RESPONSABILITÉ POUR LES DOMMAGES. Vous pouvez obtenir de Microsoft et de ses fournisseurs une indemnisation en cas de dommages directs uniquement à hauteur de 5,00 \$ US. Vous ne pouvez prétendre à aucune indemnisation pour les autres dommages, y compris les dommages spéciaux, indirects ou accessoires et pertes de bénéfices.

Cette limitation concerne:

- tout ce qui est relié au logiciel, aux services ou au contenu (y compris le code) figurant sur des sites Internet tiers ou dans des programmes tiers; et
- les réclamations au titre de violation de contrat ou de garantie, ou au titre de responsabilité stricte, de négligence ou d'une autre faute dans la limite autorisée par la loi en vigueur.

Elle s'applique également, même si Microsoft connaissait ou devrait connaître l'éventualité d'un tel dommage. Si votre pays n'autorise pas l'exclusion ou la limitation de responsabilité pour les dommages indirects, accessoires ou de quelque nature que ce soit, il se peut que la limitation ou l'exclusion ci-dessus ne s'appliquera pas à votre égard.

EFFET JURIDIQUE. Le présent contrat décrit certains droits juridiques. Vous pourriez avoir d'autres droits prévus par les lois de votre pays. Le présent contrat ne modifie pas les droits que vous confèrent les lois de votre pays si celles-ci ne le permettent pas.