OS and Software licenses in the context of DRP activation

DRP solution architecture · https://nuabee.com/documents/os-and-software-licenses-context-of-drp-activation/

Microsoft Windows Licenses

Windows Server licenses

Each virtual machine running Windows Server that we instantiate in the cloud as part of the DRP has a Windows Server license purchased by OTC from Microsoft. We use OTC's KMS.

This license is billed on a pro-rata basis according to the usage time of each virtual machine as part of their cloud operating costs.

In the case of semi-annual IT disaster recovery (DRP) tests, we use your licenses under the conditions permitted by Microsoft for DRP tests. However, because we restart your servers on different hardware, the license is not automatically activated.

Licences CAL

In principle, this refers to the right of access of a workstation or user to software or a server function. In principle, this right is acquired regardless of where the service is located, whether on-site or in the cloud, and regardless of the number of servers.

Each Windows Professional or Windows Enterprise workstation license grants the right to use a Windows Server infrastructure (file and printer sharing, Active Directory, etc.).

If you use a Microsoft Remote Desktop Services (RDS) application publishing environment, each RDS CAL entitles you to use Windows RDS servers wherever they are located, on-premises or in the cloud. On the server side, this architecture does not require any license other than Windows Server.

RHEL or SUSE licenses

Each virtual machine running RHEL or Suse that we instantiate in the cloud as part of the DRP has a license purchased by OTC from its publisher.

- This license is billed on a pro-rata basis according to the usage time of each virtual machine as part of their operating costs in the cloud.

Security appliance licenses

In general, security solution publishers do not allow the use of a license for one of their on-premise applications in the cloud.

You must therefore contact the publisher of the security solution (firewall, WAF, proxy, etc.) to discuss the terms of use and the price of the license in the Cloud.

Oracle DBMS licenses

For Oracle, for testing purposes, Oracle DBMS licenses (Enterprise Edition, Standard Edition, or Standard Edition 2) include the right to run databases on an unlicensed server up to four times per year, for a period not exceeding two days per test:

The above-mentioned right obviously does not cover any other data recovery methods—such as remote mirroring—where Oracle program binary files are copied or synchronized (*the Nuabee solution therefore complies with this rule*).

Business application licenses

There are no rules, and the Customer must check with its suppliers, particularly application suppliers, regarding the terms and conditions for transferring licenses.

Some publishers rely on MAC addresses to verify licenses. Nuabee has developed a solution to set a MAC address on a server.

In summary

There is still no principle of fair software licensing for Cloud customers, and this is also true in the context of cloud DRP plans. Work is being carried out by the European Commission and the **CISPE**.

In all cases, it is the customer's responsibility to ensure that they are in compliance with the publisher of the software used on the OTC Cloud servers.