

Microsoft Licensing Terms

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Introduction

About this Document

Beginning February 1, 2021, the [License Terms site](#) replaces both the Product Terms and the Online Services Terms (OST) documents. All references to the Product Terms and/or Online Services Terms in customer's licensing agreements refer to the corresponding sections of the Product Terms site. The Product Terms site details the availability, use terms, and privacy/security commitments for Microsoft products and services acquired through Microsoft Volume Licensing Programs.

Products listed in the License Terms are available as of the date selected on the [License Terms site](#) (or listed on the cover page of this printed document). Earlier versions of the License Terms are available on the License Terms site via the date selector on the site. Earlier versions of the terms, including the Product Terms and Online Services Terms are available at <https://aka.ms/licensingdocs>.

Universal License Terms

For Online Services

Definitions

Terms used here but not defined in the [Glossary](#) will have the definitions provided in Customer's licensing agreement.

Data Processing and Security

The parties agree that these Online Services Terms govern Customer's use of the Online Services and that the DPA (defined in the [Glossary](#)) sets forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these Online Services Terms govern the provision of Professional Services, including but not limited to the terms in the [Professional Services](#) section and terms in the DPA for the processing and security of Professional Services Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below). In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement (including these terms), the DPA shall prevail.

Service Level Agreements

Many Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <https://www.microsoft.com/licensing/product-licensing/products>.

Applicable Online Services Terms and Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current Online Services Terms will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the Online Services Terms that apply to Customer's use of those new features, supplements or related software.

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. [Subscription License Suites](#) describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

License Reassignment

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be for the remaining term of that License. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Multiplexing

Hardware or software that a Customer uses to:

- pool connections or reduce the number of [OSE's](#), devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of Licenses of any type that Customer needs.

Using the Online Services

Customer may use the Online Services and related software as expressly permitted in Customer's licensing agreement. Microsoft reserves all other rights.

Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it;
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; or
- to assist or encourage anyone to do any of the above.

Violation of the Acceptable Use Policy in this section may result in suspension of the Online Service. If Microsoft suspends the Online Service, Microsoft will suspend only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service for the reasons stated above.

High-Risk Use

WARNING: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Online Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of an Online Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Accordingly, Customer must design and implement every application such that, in the event of any interruption, defect, error, or other failure of the Online Service, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of the Online Services is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Online Services, including any claims based in strict liability or that Microsoft was negligent in designing or providing the Online Service(s) to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's licensing agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

Medical Device Disclaimer

Customer acknowledges that the Online Services (1) are not designed, intended or made available as a medical device(s), and (2) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the Online Services.

Data Protection and Security

The terms of the DPA (<http://aka.ms/DPA>) apply to Online Services except for Online Services listed in the [Online Services Privacy & Security Terms](#). For Core Online Services, Online Service-specific details on security practices and location of Customer Data at rest are also located in the [Online Services Privacy & Security Terms](#).

Use of Software with the Online Service

Customer may need to install certain Microsoft software to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The Online Service-specific Terms may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect Diagnostic Data (as defined in the [DPA](#)) about the use and performance of the Apps, which may be transmitted to Microsoft, to the extent any Personal Data is contained therein, and used for the purposes described in the [DPA](#).

Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer 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 print content.

Changes to and Availability of the Online Services

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to <https://go.microsoft.com/fwlink/?linkid=870295>.

Dataverse

Dataverse structures a variety of data and business logic to support interconnected applications and processes. Dataverse Instances provided with Microsoft 365 licenses includes various features and integrates data that may or may not be available for the product or service Customer is licensed with. Access to Dataverse, through an individual product or service, does not grant access to unrelated products, services, features, or data that users are not licensed for. Users only have rights to access data, services, and features within Dataverse for which they are properly licensed for.

Other

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results) or a Microsoft online store (such as the Microsoft Store for Business or Microsoft Store for Education). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's licensing agreement. For Customer's convenience, Microsoft may include charges for certain Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

Previews

PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," as described herein. Unless otherwise noted in a separate agreement, Previews are not included in the SLA for the corresponding Online Service, and may not be covered by customer support. We may change or discontinue Previews at any time without notice. We may also choose not to make a Preview service generally commercially available.

Providing "Feedback" (suggestions, comments, feedback, ideas, or know-how, in any form) to Microsoft about Preview services is voluntary. Microsoft is under no obligation to post or use any Feedback. By providing Feedback to Microsoft, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to Microsoft and its Affiliates, under all of its (and their) owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Microsoft or others), without attribution in any way and for any purpose.

Customer warrants that 1) it will not provide Feedback that is subject to a license requiring Microsoft to license anything to third parties because Microsoft exercises any of the above rights in Customer's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

Azure Active Directory, Free Edition

As described in <https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-what-is>, most Online Services include an instance of Azure Active Directory, a cloud-based user authentication capability ("Azure AD Free"). After Customer configures and uses the first such Online Service, that instance of Azure AD Free, as configured by Customer for its users, may power the user authentication features for each later-acquired subscription of an Online Service.

Customer's instance of Azure AD Free will also enable authenticated users to interact with Microsoft or a third party in contexts outside of the Online Services ("Other AD-dependent Services"), specifically where Microsoft or that third party requires an Azure Active Directory user account. With respect to the operation of Azure AD Free for Other AD-dependent Services, Microsoft remains a data processor, and this use of Azure AD Free constitutes Customer's authoritative instruction to Microsoft that such use is permitted. With respect to the operation of the Other AD-dependent Service, refer to its applicable agreement and privacy policy to determine the role of the provider of the Other AD-dependent Service.

Competitive Benchmarking

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided at no charge to Customer:

1. Microsoft waives any and all entitlement to compensation from Customer for the Online Service.
2. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

German Online Services

Use of the German Online Services is further subject to the offer-specific terms available at <https://aka.ms/MCAGermanSupplement>.

Waiver of end-user consumer protection provisions

Customer agrees to waive any and all entitlements that would otherwise be applicable under the European Electronic Communications Code (Directive 2018/1972) Article 102 paragraphs 1, 3, and 5; Article 105 paragraph 1; and Article 107 paragraphs 1 and 3.

Online Services Regional Availability

Visit <https://www.microsoft.com/en-us/microsoft-365/business/international-availability> for a list of countries and regions in which the Online Services are available.

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.
- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service. This provision does not apply to Azure Reservations.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's licensing agreement.
- [Add-on](#) and [Step-up](#) User [SLs](#) must be purchased under the same licensing agreement as their Qualifying License or base User [SL](#). [Add-ons](#) expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the [Add-on](#) User [SL](#). [Step-ups](#) expire upon the earlier of the expiration of the [Step-up](#) User [SL](#) or base User [SL](#).
- User [SLs](#) are priced monthly.

Online Services Renewal

Online Services with Auto-Renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by placing an order with their reseller or using a form that is available at <http://microsoft.com/licensing/contracts>. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

For all Software

Universal License Terms

Universal License Terms apply to all [software Products](#) licensed through Microsoft Volume Licensing (except where specifically noted in the License Model Terms and/or the Product-Specific License Terms).

Definitions

Terms used in the Product Terms but not defined in the [Glossary](#) will have the definition provided in Customer's volume licensing agreement.

Customer's Use Rights

If Customer complies with its volume licensing agreement, it may use the software as expressly permitted in the Product Terms. Customer needs a [License](#) for each Product and separately licensed functionality used on a device or by a user.

Rights to Use Other Versions and Lower Editions

For any permitted copy or [Instance](#), Customer may create, store, install, run or access in place of the version licensed, a copy or [Instance](#) of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. [Licenses](#) for prior versions and lower editions do not satisfy the licensing requirements for a Product.

Third Party Software

The software may contain third party proprietary or open source programs or components that are licensed under separate terms that are presented to Customer during installation or in the "ThirdPartyNotices" file accompanying the software. The software may also contain third party open source programs that Microsoft, not the third party, licenses to Customer under Microsoft's license terms.

Pre-Release Code, Updates or Supplements, Additional Functionality

Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

Restrictions

Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, or separate the software for use in more than one [OSE](#) under a single License (even if the [OSEs](#) are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Software Assurance

SA coverage may grant additional use rights to Customer. These additional rights end at the expiration of the SA coverage for the [License](#), unless otherwise noted in the benefit description.

Outsourcing Software Management

Customer may install and use licensed copies of the software on [Servers](#) and other devices that are under the day-to-day management and control of [Authorized Outsourcers](#), provided all such Servers and other devices are and remain fully dedicated to Customer's use. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used. Except as expressly permitted here or elsewhere in these Product Terms, Customer is not permitted to install or use licensed copies of the software on [Servers](#) and other devices that are under the management or control of a third party.

License Assignment and Reassignment

Before Customer uses software under a [License](#), it must assign that [License](#) to a device or user, as appropriate. Customer may reassign a [License](#) to another device or user, but not less than 90 days since the last reassignment of that same [License](#), unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation of [CALs](#), Client [Management Licenses](#) and user or device [SLs](#) to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user. SA coverage and any Licenses that are granted or acquired in connection with SA coverage may be reassigned only with the underlying qualifying License. Additional terms apply to the reassignment of Windows desktop operating system per device licenses, as detailed in the [Windows Product Entry](#)

Technical Measures

Microsoft may use technical measures to enforce terms that restrict Customer's use of certain versions of Product and may verify compliance with those terms as provided in Customer's volume license agreement. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

Activation and validation

Customer shall use the appropriate product key provided by Microsoft for activation and validation of the software Product being installed by the Customer. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK) or Azure AD-based Activation. Customer may not circumvent activation or validation.

Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third

parties. Customer may not provide unsecured access to its key management service (KMS) machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

Notices

Where indicated in the Use Rights section of each Product Entry, the following notices apply:

Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the Microsoft Privacy Statement (aka.ms/privacy).

Bing Maps

The Product may include 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. Customer's 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 Microsoft Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

H.264/AVC Visual Standard, the VC-1 Video Standard, and the MPEG-4 Part 2 Visual Standard

This software may include H.264/AVC, VC-1, and MPEG-4 Part 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 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 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 www.mpegla.com. 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.

Malware protection

Microsoft cares about protecting customers' devices from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

Font Components, Images, and Sounds

While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a [Licensed Device](#) and may use the fonts included with or installed by that software to display and print content. Customer 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 print content.

Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the Use Rights section of each Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any [Server](#) Product or Microsoft Desktop Optimization Pack.

Multiplexing

Hardware or software that a Customer uses to:

- pool connections or reduce the number of [OSE's](#), devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of [Licenses](#) of any type that a customer needs.

Administrative and Support Rights

Customer may allow access to server software running in any permitted [OSE](#) by two users without CALs solely for administrative purposes. Customer may also allow remote access to other Products solely for purposes of providing technical product support to [Licensed Users](#) or on [Licensed Devices](#).

Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute "Distributable Code". The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer's use of Distributable Code.

Right to Use and Distribute

The code and text files listed below are "Distributable Code."

- REDIST.TXT Files: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".
- Sample Code, Templates, and Styles: Customer may modify, copy, and distribute the source and object code form of code marked as "sample", "template", "simple styles" and "sketch styles."
- Third Party Distribution: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- Image Library: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; 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 that others have the right to modify it.

Software Plus Services

Microsoft may provide services with Products through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. Customer may not use the services in any way that could harm them or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Processing of Personal Data; GDPR

To the extent Microsoft is a processor or subprocessor of personal data in connection with a software Product, Microsoft makes to all customers, effective May 25, 2018, the commitments in (a) in the “Processing of Personal Data; GDPR” provision of the “Data Protection Terms” section of the [Online Services Data Protection Addendum](#) and (b) in the European Union General Data Protection Regulation Terms in Attachment 3 of the [Online Services Data Protection Addendum](#).

Online Services Privacy & Security Terms

The [Data Protection Addendum](#), or DPA (defined in the [Glossary](#)) sets forth the parties obligations with respect to the processing and security of [Customer Data](#) and [Personal Data](#) by the Online Services. The [Data Protection Addendum](#) can be downloaded here <https://aka.ms/DPA>.

Online Services excluded from the DPA

The terms of the [DPA](#) do not apply to: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, Cognitive Services in containers installed on Customer's dedicated hardware, GitHub Offerings, LinkedIn Sales Navigator, Azure Defender for IoT (excluding any cloud-connected features), Azure SQL Edge, Azure Stack HCI, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center Test. Each of these Online Services are governed by the privacy and security terms in the applicable Online Service-specific Terms.

DPA Terms Geography Exclusions

For Dynamics 365 and Power Platform online services, the specific terms of the [DPA](#) as noted in Appendix A stating “Microsoft stores copies of [Customer Data](#) and data recovery procedures in a different place from where the primary computer equipment processing the [Customer Data](#) is located.” do not apply to the following geographies: United Arab Emirates and South Africa.

Core Online Services

The term “Core Online Services” applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service, Dynamics 365 Customer Insights, Dynamics 365 Customer Service Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Marketing, Dynamics 365 Commerce, Dynamics 365 Human Resources, and Dynamics 365 Sales. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Compliance Manager, Cortana, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream, Microsoft Teams (including Bookings, Lists, and Shifts), Microsoft To-Do, Microsoft Defender for Office 365, Office 365 Video, Office for the web, OneDrive for Business, Project, SharePoint Online, Skype for Business Online, Sway, Whiteboard, Yammer Enterprise and, for Kaizala Pro, Customer's organizational groups managed through the admin portal and chats between two members of Customer's organization. Office 365 Services do not include Microsoft 365 Apps for enterprise, any portion of a PSTN service that operates outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or a service branded “for Office 365.”
Microsoft Azure Core Services	API Management, App Service (API Apps, Logic Apps, Mobile Apps, Web Apps), Application Gateway, Application Insights, Automation, Azure Active Directory (including Multi-Factor Authentication), Azure API for FHIR, Azure Bot Services, Azure Cache for Redis, Azure Container Registry (ACR), Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure NetApp Files, Azure Resource Manager, Azure Search, Azure Spring Cloud, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Notification Hubs, Power BI Embedded, QnA Maker, Scheduler, Security Center, Service Bus, Service Fabric, SignalR Service, Site Recovery, SQL Data Warehouse, SQL Database,

Online Services	
	SQL Managed Instance, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Synapse Analytics, Text Analytics, Traffic Manager, Video Indexer, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway
Microsoft Cloud App Security	The cloud service portion of Microsoft Cloud App Security.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune such as the Microsoft Intune Add-on Product or a management service provided by Microsoft Intune such as Mobile Device Management for Office 365.
Microsoft Power Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, and Microsoft Power Automate, and Microsoft Power Virtual Agents. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.
Microsoft Defender for Endpoint Services	The cloud services portion of Microsoft Defender for Endpoint.
Microsoft 365 Defender	The cloud service portion of Microsoft 365 Defender.

Security Practices and Policies for Core Online Services

In addition to the security practices and policies for Online Services in the [DPA](#), each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix A of the [DPA](#) for the protection of [Customer Data](#).

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes
Microsoft Azure Core Services	Varies*	Varies*
Microsoft Cloud App Security	Yes	Yes
Microsoft Intune Online Services	Yes	Yes
Microsoft Power Platform Core Services	Yes	Yes
Microsoft Defender for Endpoint Services	Yes	Yes
Microsoft 365 Defender	Yes	Yes

*Current scope is detailed in the audit report and summarized in the Microsoft Trust Center.

Location of Customer Data at Rest for Core Online Services

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows except as otherwise provided in the Online Service-specific terms:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Canada, the European Union, France, Germany, India, Japan, South Africa, South Korea, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, and (3) files uploaded to OneDrive for Business.
- **Microsoft Intune Online Services.** When Customer provisions a Microsoft Intune tenant account to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Intune Trust Center.
- **Microsoft Power Platform Core Services.** If Customer provisions its tenant in Australia, Canada, Asia Pacific, France (excluding Microsoft Power Virtual Agents), India, Japan, the European Union, United Kingdom, or the United States, Microsoft will store Customer Data at rest only within that Geo, except as noted in the data location section of the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft

Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.

- **Microsoft Cloud App Security.** If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Cloud App Security Trust Center.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.
- **Microsoft Defender for Endpoint Services.** When Customer provisions a Microsoft Defender for Endpoint tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender for Endpoint Trust Center.
- **Microsoft 365 Defender.** When Customer provisions a Microsoft 365 Defender tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft 365 Defender Trust Center.

CAL Suites and CAL Suite Bridges

Availability

Product	Program Attribute
Core CAL Suite (Device and User)	Enterprise Product
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)	Enterprise Product
Core CAL Suite Bridge for Microsoft Intune (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 From SA (User SL)	Enterprise Product
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)	Enterprise Product
Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)	Enterprise Product
Enterprise CAL Suite (Device and User)	Enterprise Product
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)	Enterprise Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Reduction Eligible	Core and Enterprise CAL Suite Bridge (all types). See CAL Suite Bridge section below.
Qualified User Exemption	None

Process to Determine Applicable Use Rights for CAL Suites

A CAL Suite License is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual Licenses are determined based on the use rights in effect for the versions that were current prior to the lapse.

Components of CAL Suite

Refer to [CAL and ML Equivalency](#) Licenses for the current components of the Core CAL Suite and the Enterprise CAL Suite.

CAL Suite Bridge

A CAL Suite Bridge is an Enterprise Product and may only be acquired to satisfy the Organization Wide requirement of either that CAL Suite Bridge or Core/Enterprise CAL Suites. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Services
Core CAL Suite Bridge for Office 365	Core CAL Suite	Office 365 E1, or Office 365 E3, or Office 365 E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 E1 and Microsoft Intune, or Office 365 E3 and Microsoft Intune, or Office 365 E5 and Microsoft Intune
Core CAL Suite Bridge for Microsoft Intune	Core CAL Suite	Microsoft Intune
Core CAL Suite Bridge for Enterprise Mobility + Security	Core CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5
Enterprise CAL Suite Bridge for Office 365	Enterprise CAL Suite	Office 365 E3, or Office 365 E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 E3 and Microsoft Intune, or Office 365 E5 and Microsoft Intune
Enterprise CAL Suite Bridge for Microsoft Intune	Enterprise CAL Suite	Microsoft Intune
Enterprise CAL Suite Bridge for Enterprise Mobility + Security	Enterprise CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

License Model

Per Core/CAL

Server Licenses (per core)

- Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Server](#) licenses as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses](#) per [Physical Processor](#) and a minimum of 16 [Licenses](#) per [Server](#).
- Datacenter edition permits use of the server software in any number of [OSEs](#) on the [Licensed Server](#).
- Standard edition:
 - Standard edition permits use of the server software in two [OSEs](#) on the [Licensed Server](#).

- Standard edition permits use of one [Running Instance](#) of the server software in the [Physical OSE](#) on the [Licensed Server](#) (in addition to two [Virtual OSEs](#)), if the [Physical OSE](#) is used solely to host and manage the [Virtual OSEs](#).
 - Customer may assign additional Standard edition [Licenses](#) to the [Licensed Server](#) equal to the number specified in 2 above and use the server software in two additional [OSEs](#) on the [Licensed Server](#).
5. As long as the total numbers of [Licenses](#) and [Physical Cores](#) remains the same, [License](#) reassignment is permitted any time Customer repartitions a single piece of hardware.
 6. As a one-time alternative to assigning base [CALs](#) per user or per device, a number of base [CALs](#) may be dedicated to an [Instance](#) of the server software on a single [Server](#) (per server mode) to permit up to the same number of users or devices to concurrently access that [Instance](#).

Access Licenses

1. Except as described here and noted in the [Product-Specific License Terms](#), all server software access requires [CALs](#) or [CAL Equivalent Licenses](#).
2. [CALs](#) are not required for access by another [Licensed Server](#).
3. [CALs](#) are not required to access server software running a [Web Workload](#) or [HPC Workload](#).
4. [CALs](#) are not required for access in a [Physical OSE](#) used solely for hosting and managing [Virtual OSEs](#).

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one [Running Instance](#) of server software in either a [Physical OSE](#) or [Virtual OSE](#) on a [Licensed Server](#) for each [License](#) it acquires.

Access Licenses

1. Except as described here and noted in the [Product-Specific License Terms](#), all server software access requires [CALs](#) or [CAL Equivalent Licenses](#).
2. [CALs](#) are not required for access by another [Licensed Server](#).

Management Servers

The Management License version, not the version of software used, determines the version of applicable License Terms (including use under downgrade rights notwithstanding terms to the contrary).

Server Management Licenses (per core)

1. Customer may use the software on Azure or any [Server](#) dedicated to its use* to [Manage OSEs](#) on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below.
2. The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses](#) per [Physical Processor](#) and a minimum of 16 [Licenses](#) per [Server](#).
3. Datacenter edition permits use of the server software to Manage any number of [OSEs](#) on the [Licensed Server](#).
4. Standard edition:
 - Standard edition permits use of the software to Manage up to two [OSEs](#) on the [Licensed Server](#).
 - Standard edition permits Management of the [Physical OSE](#) on the [Licensed Server](#) (in addition to two [Virtual OSEs](#)), if the [Physical OSE](#) is used solely to host and Manage Virtual OSEs.
 - Customer may assign additional Standard edition [Licenses](#) to the [Licensed Server](#) equal to the number specified in 2 above and Manage two additional [OSEs](#).
5. [OSEs](#) running Server operating systems require Server [Management Licenses](#).

Client Management Licenses (per OSE or user)

1. Customer may use the software on Azure or any [Server](#) dedicated to its use* to Manage an [OSE](#) on a [Licensed Device](#) or [OSEs](#) on devices used by a [Licensed User](#) for each Client Management License it acquires.
2. [OSEs](#) running operating systems other than [Server](#) operating systems require Client Management Licenses or [Management License Equivalent Licenses](#).
3. The number of Client Management Licenses required depends on [License](#) type (per [OSE](#) or user) assigned.
4. Management of an [OSE](#) accessed by more than one user requires an [OSE](#) Client Management License or a User Client Management License for each user.

*Any dedicated [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.

Management Licenses are not required for:

1. [OSEs](#) in which there are no [Running Instances](#) of software;
2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of [OSEs](#) from Physical to Virtual; or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

Customer may not copy or distribute any data set (or any portion of a data set) included in the software.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - March 2014 (Forefront United Access Gateway 2010)
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Extended Use Rights for Microsoft 365 Customers

Qualifying customers licensed for Microsoft 365 or a combination of Office 365 and Enterprise Mobility + Security provides have the same access to Exchange Online Archiving for Exchange Server as the Enterprise CAL Suite provided. "Qualifying Customers" are Enterprise Enrollment, Enterprise Subscription Enrollment, or Enrollment for Education Solutions customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

Online Services Included with Enterprise CAL Suite

Enterprise CAL Suite with active SA coverage also includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection.

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer retains the corresponding Qualifying Licenses throughout its From SA license subscription period
4. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the [Windows Desktop Operating System](#).

CAL Suites

Qualifying License(s)	From SA User SL
SA for the Parent CAL Suite	Core/Enterprise CAL Suite Bridge for Office 365 From SA (User SL)
SA for the Parent CAL Suite	Core/Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)

Office Applications

Office Desktop Applications (Windows)

Availability

Product	Date Available	Program Attribute
Access 2019	9/18	
Excel 2019	9/18	
Office Home & Student 2013 RT Commercial Use	12/12	
Office Multi Language Pack 2013	10/12	Additional Product
Office Professional Plus 2019	9/18	Enterprise Product
Office Standard 2019	9/18	
Outlook 2019	9/18	
PowerPoint 2019	9/18	
Project Professional 2019	9/18	Additional Product
Project Standard 2019	9/18	Additional Product
Publisher 2019	9/18	
Skype for Business 2019	9/18	Additional Product
Visio 2019 Professional	9/18	Additional Product
Visio 2019 Standard	9/18	Additional Product
Word 2019	9/18	
Work at Home for Office Professional Plus 2019	9/18	Additional Product
Work at Home for Office Standard 2019	9/18	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Office 2016 and Office 2016 Applications (10/15)
Product Pool	Application
Promotions	None

Work at Home

A Work at Home License may be acquired for the Qualifying Products in the table below. The [Primary User](#) of the Qualifying Product may install and use the Work at Home software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

Qualifying Product(s)	Qualifying Work at Home License
Office Standard 2019	Work at Home for Office Standard 2019
Office Professional Plus 2019	Work at Home for Office Professional Plus 2019

Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

Office Online Server

Customers purchasing Office Standard 2016 or Office Professional Plus 2016 licenses before August 1, 2016 may use the editing functionality described in [Software Assurance Benefits](#), Office for the web services and Office Online Server section with those licenses. This right expires on August 1, 2019.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	Office Web Apps Server 2013 (Office suites only)
Notices	Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business), Internet-based Features - refer to Notices

Office Home & Student 2013 RT Commercial Use Rights

The commercial use restriction for Office Home & Student 2013 RT is waived for:

- The Primary User of a Licensed Device running Office Professional Plus or Standard 2019/2016 or; and
- Office Home & Student 2013 RT installed on a device assigned an Office Professional Plus or Standard 2019/2016 or Office Home & Student 2013 RT Commercial Use license.

Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Application
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)
Roaming Rights	Office, Project and Visio
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Office Servers

Exchange Server

Availability

Product	Date Available	Program Attribute
Exchange Server Enterprise 2019	10/18	Additional Product
Exchange Server Enterprise 2019 CAL (Device and User)	10/18	Additional Product
Exchange Server Standard 2019	10/18	Additional Product
Exchange Server Standard 2019 CAL (Device and User)	10/18	

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Exchange Server 2016 (10/15)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	None
Qualified User Exemption	None
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

Use Rights

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Standard
External User Access Requirements	Licensed with Server (access to Additional Functionality requires both Base and Additive CALs)
Included Technologies	None
Notices	None

Additional Software

Exchange Server - all editions
Exchange Management Tools

Access Licenses

Server Software Access

Base Access License
Exchange Server 2019 Standard CAL
Exchange Online (Plan 1/1G/2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Additional Functionality Associated with Exchange Enterprise CAL

In-Place Archive, In-Place Holds (Indefinite, Query-based, and Time-based), Information Protection and Compliance, Custom Retention Policies, Per User/Distribution List Journaling, Site Mailboxes – Compliance, Data Loss Prevention

Additive Access License
Exchange Server 2019 Enterprise CAL
Exchange Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	All editions (server licenses only)
Migration Rights	Product List - June 2015 (External Connector)
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Exchange Enterprise CAL with Services 2019 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection.

Exchange Online Voice Mail Service

Customers with active SA coverage for Exchange Server Standard 2019 or Exchange Server Enterprise 2019 may use the Exchange Online Voice Mail Service of Cloud Voicemail to access voice messages from Outlook. Use of this Online Service is subject to [Exchange Online](#) terms.

Project Server

Availability

Product	Date Available	Program Attribute
Project Server 2019	10/18	Additional Product
Project Server 2019 CAL (Device and User)	10/18	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Project Server 2016 (5/16)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CAL
Included Technologies	None
Notices	None

Additional Software

Project Server
Software Development Kit

Access Licenses

Server Software Access

Base Access License
Project Server 2019 CAL
Project 2019 Professional
Project Essentials User SL
Project Plan 1 User SL
Project Plan 3 User SL
Project Plan 5 User SL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	Project Server
License Mobility	Server licenses only
Migration Rights	None
Roaming Rights	None
Self Hosting	None

Software Assurance	
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

SharePoint Server

Availability

Product	Date Available	Program Attribute
SharePoint Server 2019	10/18	Additional Product, Server and Tools Product
SharePoint Server 2019 Enterprise CAL (Device and User)	10/18	Additional Product
SharePoint Server 2019 Standard CAL (Device and User)	10/18	

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	SharePoint Server 2016 (5/16)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Server
Included Technologies	None
Notices	None

Additional Software

SharePoint Server
Software Development Kit

Access Licenses

SharePoint Server 2019 Server Software Access

Base Access License
SharePoint Server 2019 Standard CAL
SharePoint Online (Plan 1/2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2019 Business Connectivity Services Client Integration; Access Services; Enterprise Search; E-discovery and Compliance; InfoPath Forms Services; Excel Services, PowerPivot, and PowerView; Visio Services; PerformancePoint Services; Custom Analytics Reports; Data Loss Prevention; and Advanced Charting.

Additive Access License
SharePoint Server 2019 Enterprise CAL
SharePoint Online (Plan 2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

CAL Waiver for Users Accessing Publicly Available Content

[CALs](#) are not required to access content, information, and applications that Customer makes publicly available to users over the Internet (i.e., where access is not restricted to Intranet or Extranet scenarios).

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	SharePoint Server and Office Audit and Control Management Server (server licenses only)
Migration Rights	Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Skype for Business Server

Availability

Product	Program Attribute
Skype for Business Plus CAL (User SL)	Additional Product, United States Government Community Cloud Service
Skype for Business Server 2019	Additional Product
Skype for Business Server 2019 Enterprise CAL (Device and User)	Additional Product
Skype for Business Server 2019 Plus CAL (Device and User)	Additional Product, Enterprise Product
Skype for Business Server 2019 Standard CAL (Device and User)	

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)

Product Conditions - General	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Server
Included Technologies	Windows Software Components
Notices	H.264/MPEG-4 and/or VC-1 - refer to Notices

Additional Software

Additional Software - Skype for Business Server		
Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Skype Web App	Microsoft Skype for Business Server 2019 Control Panel	PowerShell Snap-in
Reach Application Sharing Server Role	Mobility Service Role	Video Interop Server Role
Topology Builder	Unified Communications Application Server Role	
Web Conferencing Server Role	Central Management Server Role	

Access Licenses

Server Software Access

Base Access License
Skype for Business Server 2019 Standard CAL
Skype for Business Online (Plan 1/1G/1A/2/2G/2A) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Enterprise CAL

Audio, Video and Web Conferencing, Desktop Sharing, Room Systems and Multiple HD Video Streams

Additive Access License
Skype for Business Server 2019 Enterprise CAL
Skype for Business Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License
Skype for Business Server 2019 Plus CAL
Skype for Business Plus CAL User SL
Phone System User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	Skype for Business Server
License Mobility	Server licenses only
Migration Rights	Product List - April 2015
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

SQL Server

Availability

Product	Date Available	Program Attribute
SQL Server 2019 CAL	11/19	Additional Product,Server and Tools Product
SQL Server 2019 Enterprise	11/19	Additional Product
SQL Server 2019 Enterprise Core (2-packs of Core Licenses)	11/19	Additional Product,Server and Tools Product
SQL Server 2019 Standard	11/19	Additional Product,Server and Tools Product
SQL Server 2019 Standard Core (2-packs of Core Licenses)	11/19	Additional Product,Server and Tools Product
SQL Server Big Data Node (BDN)(2-packs of Core Licenses)	11/19	Additional Product,Server and Tools Product
SQL Server ESU (Standard and Enterprise, Server and Core)		Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	SQL Server 2017 (10/17)
Product Pool	Server - All editions
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	Per Core Products only
Reduction Eligible (SCE)	All editions

SQL Server Enterprise (Server/CAL)

Existing SQL Server Enterprise (Server/CAL) customers may renew their SA on Server Licenses acquired under that License Model, however new Server Licenses for SQL Server Enterprise (Server/CAL) are no longer available. Existing SA customers upgrading to the 2019 version should refer to the [November 2019 Product Terms](#) for SQL Server Enterprise (Server/CAL) License Terms.

SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server Enterprise Core customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
External User Access Requirements	CALs (Server/CAL editions only)
Included Technologies	Windows Software Components
Notices	Internet-based Features - refer to Notices

Automatic Updates to Previous Versions of SQL Server

If the SQL Server software is installed on [Servers](#) or devices running any supported editions of SQL Server prior to SQL Server 2012 (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.

SQL Server Platform Selection

SQL Server [Licenses](#) are platform agnostic and permit deployment and use on Windows or Linux platforms.

Running Instances for Standard Edition

For each [Server](#) License, software may be run in only one [Physical OSE](#) or [Virtual OSE](#) at a time, but Customer may use any number of [Running Instances](#) of the server software in that [OSE](#).

SQL Server Big Data Nodes

Customer's use of SQL Server Big Data Node is governed by the Use Rights for SQL Server Enterprise Core, except that Customer may use SQL Server Big Data Node Instances only with a Master Node. A "Master Node" is an [OSE](#) running SQL Server Standard Core or SQL Server Enterprise Core under Customer's Licenses with SA or equivalent subscription rights. The following SA rights also apply to Customer's use of SQL Server Big Data Node: Unlimited Virtualization and License Mobility.

Fail-Over Servers for Parallel Data Warehouse (PDW)

The PDW Appliance is a single unit made up of two or more compute nodes (Licensed Servers) all controlled by a single PDW control virtual machine ([Virtual OSE](#)). Technology is built in to the appliance which allows the software to fail-over to another compute node on the appliance. Customer does not need additional [Licenses](#) for the software running in fail-over [OSEs](#) as executed by the PDW Appliance technology.

Use of SQL Server with Container Technology

For purposes of licensing use of SQL Server software running within a container on a container runtime such as docker, cri-o, or containerd, (i) a container is considered to be a [Virtual OSE](#), and (ii) the Physical or Virtual Cores available to that container are considered to be [Hardware Threads](#). Customer's use is subject to the Per Core License Model or Server/CAL License Model and any other License Terms relevant to the SQL Server Licenses Customer has appropriately assigned to the [Licensed Server](#) in connection with that use. For clarity, notwithstanding anything to the contrary, if hyperthreading is enabled and Customer is licensing use under the Per Core License Model, Customer must assign a Core License for each [Hardware Thread](#) mapped to a container, subject to a minimum of four Licenses.

Additional Software

Additional Software - all editions (except Parallel Data Warehouse)		
Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

Additional Software - Parallel Data Warehouse
Parallel Data Warehouse Control Virtual Machine

Access Licenses

Client access licenses may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

Server Software Access

Base Access License
SQL Server 2019 CAL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions. See Fail-Over Rights section below for additional terms for SQL Server.
License Mobility	All editions of SQL Server (Not applicable to Parallel Data Warehouse) and SQL Server Big Data Node.
Migration Rights	See Product Terms - October 2019 .
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

SQL Server 2019 Enterprise Core - Unlimited Virtualization

Customer may run any number of instances of the server software in any number of [OSEs](#) on any [Licensed Server](#) for which it has full SA coverage on all of its core licenses for the [Server](#).

SQL Server – Fail-over Rights

For each of its [Primary Workloads](#), Customer is entitled to:

- One Fail-over [OSE](#) for any purpose, including high availability, on any Server dedicated to Customer's use (subject to the [Outsourcing Software Management](#) clause); and
- Two [Fail-over OSEs](#) specifically for disaster recovery purposes:
 - one on any [Server](#) dedicated to Customer's use (subject to the [Outsourcing Software Management](#) clause) and
 - one on Microsoft Azure servers

Customer may also run [Primary Workloads](#) and its disaster recovery [Fail-over OSEs](#) simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted [Fail-over OSE](#):

- Database consistency checks or Checkdb
- Log Back-ups
- Full Back-ups
- Monitoring resource usage data

[Fail-over OSEs](#) permitted for disaster recovery must be asynchronous and manual. [Fail-over OSEs](#) may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads. The number of licenses that otherwise would be required for a [Fail-over OSE](#) must not exceed the number of licenses required for the corresponding [Primary Workload](#). These fail-over rights require SA for both the Licensed Server and CALs, if any, and do not apply when Customer deploys SQL Software under [License Mobility through SA](#).

Additional Fail-over OSE for High Availability for use with Big Data Clusters

Customer is entitled to one additional [Fail-over OSE](#) for high availability for each of its [Primary Workloads](#) that runs on the Linux platform and serves as the SQL Server master instance when used in conjunction with Customer's use of Big Data Clusters. These additional [Fail-over OSEs](#) are otherwise subject to the same SQL Server – Fail Over Rights limitations.

Use of SQL on Microsoft Azure

When using SQL Server on Azure under Azure Hybrid Benefit rights, or Disaster Recovery Rights, Customer should indicate such use, as prompted in the Azure portal or Azure command line APIs.

SQL Server Big Data Nodes License Grant for SQL Server SA Customers

Customer will have eight SQL Server Big Data Node Licenses for each SQL Server Enterprise Core [License](#) with SA or equivalent subscription rights assigned to one of its Master Nodes.

Customer will have one SQL Server Big Data Node License for each SQL Server Standard Core [License](#) with SA or equivalent subscription rights assigned to one of its Master Nodes.

Customer may order additional quantities of SQL Server Big Data Node Licenses as needed.

SQL Server Enterprise Core and SQL Server Enterprise - Machine Learning Server for Windows and Machine Learning Server for Linux

Only customers with servers licensed to run SQL Server Enterprise Core with SA or SQL Server Enterprise with SA may use updates to Machine Learning Server for Windows and Machine Learning Server for Linux made available after October 2017. Customers may use these updates on the [Licensed Servers](#), subject to the SQL Server Enterprise Core and SQL Server Enterprise use rights, respectively. Customers licensing SQL Server Enterprise under the Server/CAL Licensing Model must also have SA on their corresponding [CALs](#) to obtain this benefit. Customers' right to use these updates expires when their SA expires.

SQL Enterprise Core – Running Machine Learning Server for Hadoop

For each SQL Server Enterprise Core [License](#) Customer has with active SA, Customer may also run Machine Learning Server for Hadoop on up to five [Servers](#) dedicated to Customer's use solely in conjunction with its licensed use of SQL Server Enterprise Core. Any dedicated [Server](#) under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.

Use of Power BI Report Server – SQL Server Enterprise Edition

Customer may run Power BI Report Server software on the [Licensed Server](#) or in Azure. Customer may run the software on a maximum numbers of cores equal to the number of SQL Server Enterprise Edition Core Licenses with active SA assigned to the [Licensed Server](#), subject to a minimum of four core licenses per [OSE](#). Alternatively, if the software is run in Azure, Customer must allocate one SQL Server Enterprise Edition Core License with active SA per virtual core, subject to a minimum of four core licenses per [OSE](#). Use is additionally subject to the applicable terms of Customer's volume license agreement. A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server. This right expires upon expiration of Customer's SA coverage.

Extended Security Updates

Refer to Extended Security Updates in [Software Assurance Benefits](#) for acquisition and use of Extended Security Updates.

SQL Server 2019 Enterprise Core - Parallel Data Warehouse Feature Updates

Customers with SA coverage are eligible for Parallel Data Warehouse feature releases (e.g., appliance updates) available between major product releases.

SQL Server Buy-Out Option under the Enrollment for Application Platform EAP

Customer may renew SA for SQL Server Enterprise Server/CAL [Licenses](#), but the only buy-out option at the end of Customer's enrollment term will be for core [Licenses](#).

Virtual Desktop Infrastructure (VDI Suite)

Availability

Product	Date Available	Program Attribute
VDI Suite	4/12	Additional Product
VDI Suite with MDOP	4/12	Additional Product

Use Rights

Customers looking for information about how to license and use the VDI Suite should refer to the April 2015 Product Use Rights <http://go.microsoft.com/?linkid=9839206> and June 2015 Product List <http://go.microsoft.com/?linkid=9839207>.

Visual Studio

Visual Studio Subscriptions

Availability

Product	Date Available	Program Attribute
MSDN Platforms	6/13	Additional Product, Server and Tools Product
Visual Studio Enterprise 2019 Subscription	3/19	Additional Product, Server and Tools Product
Visual Studio Professional 2019	3/19	
Visual Studio Professional 2019 Subscription	3/19	Additional Product, Server and Tools Product
Visual Studio Test Professional 2019 Subscription	3/19	Additional Product, Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Visual Studio 2017 (4/17)
Product Pool	Applications
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

License Grant for SQL Server Parallel Data Warehouse Developer

Each [Licensed User](#) of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription and Visual Studio Test Professional Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

License Grant for Azure DevOps Server 2020

Each [Licensed User](#) of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription, Visual Studio Test Professional Subscription and MSDN Platforms is deemed to have one Server [License](#) for Azure DevOps Server and one Azure DevOps Server User [CAL](#). The [CAL](#) is for the sole use of the [Licensed User](#).

Microsoft Azure Services

Microsoft Azure benefits cannot be combined from multiple Visual Studio Subscriptions or MSDN Platforms onto a single Microsoft Azure account.

Windows Virtual Desktop

Refer to the Windows Virtual Desktop section of the [Microsoft Azure Services](#) for rights to access Windows Virtual Desktop virtual machines.

Use Rights

Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Professional
External User Access Requirements	None
Included Technologies	SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices	Internet-based Features – All, Bing Maps – All (except MSDN Platforms), H.264/MPEG-4 AVC and/or VC-1 – All (except MSDN Platforms) - refer to Notices

Build Devices and Visual Studio Build Tools

Customer may install copies of the files from Visual Studio Professional, Visual Studio Enterprise, or from Visual Studio Build Tools onto its build devices, including physical devices and virtual machines or containers on those devices, whether on-premises or remote devices

that are dedicated solely to Customer's use, or hosted on Microsoft Azure for Customer, (collectively, "Build Devices"). Dedicated devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. Customer and others in its organization may use these files on its Build Devices solely to compile, build, and verify programs developed by using Visual Studio Professional or Visual Studio Enterprise, or to run quality or performance tests of those programs as part of the build process.

Utilities

Customer may copy and install the Utilities listed at <https://aka.ms/vs/16/utilities> onto its devices solely to debug and deploy Customer's programs and databases that Customer develops with Visual Studio Professional and Visual Studio Enterprise. Utilities are designed for temporary use. Microsoft may not be able to patch or update Utilities separate from the Visual Studio software, and some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. Customer should delete all the Utilities installed onto a device when it finishes debugging or deploying its programs and databases. Microsoft is not responsible for any third-party use or access of devices, or of the programs or databases on devices, on which the Utilities have been installed.

Developing Extensions

Limits on Extensions.

Customer may not develop or enable others to develop extensions for Visual Studio Professional or Visual Studio Enterprise (or and other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, Customer may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in the Visual Studio family of products.

No Degrading the Software.

If Customer develops an extension for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products), Customer must test the installation, uninstallation, and operation of its extension to ensure that such processes do not disable any features or adversely affect the functionality of Visual Studio Professional or Visual Studio Enterprise (or such component) or of any previous version or edition thereof.

Office Professional Plus 2019 – Visual Studio Enterprise Subscription

Each [Licensed User](#) of Visual Studio Enterprise Subscription may also install and use one copy of Office Professional Plus 2019 or Microsoft 365 Apps for enterprise for production use. Except as provided here, the [Office Desktop Applications \(Windows\)](#) terms applies to the [Licensed User](#)'s use of Office Professional Plus 2019 and the [Microsoft 365 Applications](#) terms applies to [Licensed User](#)'s use of Microsoft 365 Apps for enterprise.

Distributable Code

Visual Studio Professional and Visual Studio Enterprise contains code and text files that Customer is permitted to distribute in programs it develops while using such software.

Right to Use and Distribute.

The code and text files listed below are "Distributable Code".

- **Distributable List.** Customer may copy and distribute the object code form of code listed on the Distributable List located at <https://aka.ms/vs/16/redistribution>.
- **Sample Code, Templates, and Styles.** Customer may copy, modify, and distribute the source and object code form of code marked as "sample", "template", "simple styles", and "sketch styles".
- **Third-party Distribution.** Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.

License Model

Developer Tools

User Licenses

1. One [Licensed User](#) may use any number of copies of the software and any prior version on any device dedicated to Customer's use for each User License it acquires. Any dedicated device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.
2. [Licensed Users](#) may use the software for evaluation and to develop, test, and demonstrate Customer's programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to its programs.
3. The software is not licensed for use in a Production Environment.

Additional License Terms for Visual Studio Subscriptions

In addition to the rights in the License Model Terms, Customer may allocate a Visual Studio Subscription for each [License](#) it acquires. For Visual Studio Subscriptions, the "Software" means software made available to Customer's subscription level via Visual Studio Subscription Subscriber Downloads. Any online service made available with Customer's Visual Studio Subscription may not be used in a [Production Environment](#).

Running the Software on Microsoft Azure Services

1. The Licensed User may run the Software on Microsoft Azure Services during the term of its Visual Studio Subscription.
2. The use of the Software remains subject to the terms and conditions of Customer's volume licensing agreement and any terms that come with the Software.
3. The Developer Tools License Model Terms apply to the use of the Software and Azure Dev/Test offers, except that the [Licensed User](#) may not run Office Professional Plus or System Center Virtual Machine Manager for production use on Microsoft Azure Services.

Additional Requirements

To run Software on Microsoft Azure Services Customer must activate its Visual Studio Subscription by linking its Microsoft account to the Visual Studio Subscription.

Acceptance Testing and Feedback

Customer's end users may access the Software, and online services made available with Customer's Visual Studio Subscription, to perform acceptance tests or to provide feedback on its programs.

Windows Server 2016 Remote Desktop Services

Up to 200 anonymous users at a time may use the Remote Desktop Services feature of the Windows Server software to access online demonstrations of Customer's programs.

Windows Embedded Product

Each Windows Embedded Product is licensed under the terms that come with it, including any Microsoft obligations related to defense of infringement and misappropriation claims. These terms replace the corresponding terms in Customer's volume licensing agreement. Each [Licensed User](#) may install and use an unlimited number of copies of the licensed Windows Embedded Product.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Applications
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - March 2014 and Product Terms - September 2015
Roaming Rights	None
Self Hosting	None

Software Assurance	
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

Software Assurance Eligibility

Customers with expiring SA on any Visual Studio Subscription License or an active retail subscription corresponding to the Visual Studio offerings in the Product Terms may renew coverage under any Visual Studio Subscription License. When renewing to a different Subscription level, the new use terms replace the prior use terms, and any software not included in the new Subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (refer to [Software Assurance Benefits](#))

Visual Studio Subscription Perpetual Rights

Customer's rights to use any software licensed through Visual Studio Subscription become perpetual when Customer's right to use Visual Studio becomes perpetual.

Azure DevOps Server

Availability

Product	Date Available	Program Attribute
Azure DevOps Server 2020 CAL (Device and User)	10/20	Additional Product,Server and Tools Product
Azure DevOps Server 2020 with SQL Server Technology	10/20	Additional Product,Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Azure DevOps Server 2019 (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CALs
Included Technologies	SQL Server Technology, Windows Software Components
Notices	None

Usage Not Requiring CALs

The following uses do not require [CALs](#); view, edit, or enter work items; access Azure DevOps Server Reporting; accessing Azure DevOps Services via a Azure DevOps Server Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Azure DevOps Server through a pooled connection from another integrated application or service.

SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software included in the Product in one [OSE](#) on a [Server](#) dedicated to Customer's use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

Third Party Licensing Terms for Open Source Components

[Licensed User](#) may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

Azure DevOps Server Build Services

If Customer has one or more [Licensed Users](#) of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, Visual Studio Enterprise monthly subscription, or Visual Studio Professional monthly subscription then Customer may also install the Visual Studio software and permit access and use of it as part Azure DevOps Server Build Services by Customer's [Licensed Users](#) and [Licensed Devices](#) of Azure DevOps Server.

Additional Software

Additional Software - Azure DevOps Server
Azure DevOps Server Build Services

Access Licenses

Server Software Access

Base Access License
Azure DevOps Server 2020 CAL
Azure DevOps Services paid user

Additional Functionality

Test Plan

Additive Access License
Azure DevOps Services Test Manager paid user
MSDN Platforms
Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

Software Assurance Benefits; refer to Software Assurance Benefits .	
Software Assurance	
SA Benefits	Server

Software Assurance	
Disaster Recovery	Yes
License Mobility	Yes (server licenses only)
Roaming Rights	None
Self Hosting	Yes
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Windows Desktop Operating System

Availability

Product	Program Attribute
Microsoft Defender for Endpoint (SL)	Additional Product
Windows 10 Education (Per Device)	
Windows 10 Education E3 (SL)	
Windows 10 Education E5 (Per User)	
Windows 10 Enterprise (Per Device)	Enterprise Product
Windows 10 Enterprise A3 (SL)	
Windows 10 Enterprise A5 (Per User)	
Windows 10 Enterprise E3 (SL)	Enterprise Product
Windows 10 Enterprise E3 From SA (SL)	Enterprise Product
Windows 10 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	Enterprise Product
Windows 10 Enterprise E5 (SL)	Enterprise Product,United States Government Community Cloud Service
Windows 10 Enterprise E5 From SA (SL)	Enterprise Product,United States Government Community Cloud Service
Windows 10 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	Enterprise Product,United States Government Community Cloud Service
Windows 10 Enterprise LTSC 2019 (Per Device)	
Windows 10 Home to Pro Right Licensing (Per Device)	
Windows 10 Pro (Per Device)	
Windows 7 ESU 2021 (Per Device)	Additional Product
Windows 7 ESU 2021 For M365 (Per Device)	Additional Product
Windows 8.1 Enterprise Sideload (Per Device)	
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	
Windows VDA E3 (SL)	Enterprise Product
Windows VDA E5 (SL)	Enterprise Product
Windows VDA per device (SL)	Additional Product,Enterprise Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Windows 10 Enterprise LTSC 2016 (10/16), Windows Embedded 8.1 Industry (4/14)
Product Pool	System
Promotions	None

Product Conditions - Program Specific	
Reduction Eligible	Add-ons, Additional Products
Qualified User Exemption	None

License Assignment for Windows Desktop Operating System Licenses

Per User License Assignment Eligibility (Excluding Virtual Desktop Access)

The [Licensed User](#) must be the [Primary User](#) of at least one device licensed with a Qualifying OS. This one device must also be the Primary User's primary work device.

Per Device License Assignment Eligibility (Excluding Virtual Desktop Access)

The [Licensed Device](#) must be licensed with a Qualifying OS, and the Qualifying OS must be installed on the [Licensed Device](#). Per Device license assignment is permanent unless Customer has Software Assurance for that device.

Virtual Desktop Access (VDA) License Assignment Eligibility

VDA Per Device and Per User licenses may be assigned to any user or device.

Qualifying Operating Systems

Windows software acquired through a volume licensing agreement may only be installed or activated on devices licensed to run one of the qualifying operating systems (OS) below.

Qualifying OS for Per User Licenses and Virtual Desktop Access Per Device/User Licenses

Qualifying Operating Systems	Enterprise Agreement, Microsoft Products and Services Agreement, Select, Select Plus	Microsoft Cloud Agreement and Microsoft Customer Agreement
Windows 10		
Enterprise, IoT Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X
Education, Home, Home in S mode		X (Academic licenses only)
Windows 7 / 8 / 8.1		
Enterprise, Pro, Professional, Ultimate, Windows 7 Professional/Ultimate for Embedded Systems, Windows Embedded 8/8.1 Pro, Industry Pro	X	

Qualifying OS - Per Device Licenses (Excluding Virtual Desktop Access Licenses)

Unless Customer has Software Assurance for the device, Customer must remove the Qualifying OS from the device before installing Windows software acquired through a volume licensing agreement on a Licensed Device.

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) ¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Windows 10					
Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X	X	X	X
Education, Home, Home in S mode				X (Academic licenses only)	X
Windows 8/8.1					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
Windows 7					
Enterprise, Professional, Ultimate	X	X	X		X
Home Premium, Home Basic, Starter Edition					X
Windows Vista					
Enterprise, Business, Ultimate	X		X		X

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Home Premium, Home Basic, Starter Edition					X
Windows XP					
Professional, Tablet Edition, Pro Blade PC	X		X		X
Home, Starter Edition					X
Apple					
macOS ²	X		X		X
Windows Embedded Operating Systems					
Windows 10 IoT Enterprise	X	X	X	X	X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business/Ultimate for Embedded Systems	X		X		X
Windows 7 Professional/Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro, Industry Pro	X	X	X		X

¹ Also applicable to Qualified Devices acquired through merger or acquisition.

² macOS must be preinstalled by the authorized manufacturer prior to the initial sale of the device.

Restricted Use Qualifying OS for Per Device Licenses

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10 IoT Enterprise for Retail or Thin Clients	X		X	X
Windows Embedded 8 and 8.1 Industry Retail			X	X
Windows Embedded POSReady 7 Pro			X	X
Windows Embedded for Point of Service			X	X
Windows Embedded POSReady 2009			X	X
Windows Embedded POSReady 7			X	X
Windows XP Embedded			X	X
Windows Embedded Standard 7			X	X

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) ¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows Embedded Standard 2009			X	X
Windows Embedded 8 Standard			X	X

¹ Also applicable to Qualified Devices acquired through merger or acquisition.

Restricted Use Qualifying Operating Systems

The right to use Windows software acquired through a volume licensing agreement on a device licensed with a Restricted Use Qualifying OS is limited to the specific use for which the device was designed. The device running the acquired Windows software may not be used as a general-purpose PC or as a commercially viable substitute for such a system. Acquired Windows software installed on devices licensed with a Point of Sale (POS) version of Windows Embedded must be primarily used for running a POS application.

Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

Software Assurance may not be acquired for devices licensed with Restricted Use Qualifying Operating Systems. This limitation does not apply to devices licensed with Windows 10 IoT for Retail or Thin Clients.

Mixing Per User and Per Device Licenses on Enterprise Enrollments

Customers may mix Windows Per Device and Per User licenses on Enterprise Enrollments if 1) all users of unlicensed Qualified Devices are licensed with Windows Per User, and 2) all Qualified Devices used by unlicensed users are licensed with Windows Per Device.

Third Party Re-imaging

Before a third party may re-image a Customer's devices, Customer must provide the third party with written documentation showing it has the requisite licenses for the installation.

Regional Fulfillment Options

Windows KN Editions

Customers located in Korea with an active volume licensing agreement or enrollment may acquire media for Windows KN editions for deployment and use in Korea. No other use is permitted.

Windows N Editions (Not with Windows Media Player)

Customers located in countries established in the European Union (EU) or European Free Trade Association (EFTA) with an active volume licensing agreement or enrollment may acquire media for Microsoft Windows N editions for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

Windows Embedded 8 Standard Enterprise Kit

Use of the software features enabled by the Windows Embedded 8 Standard Enterprise Kit is subject to the license terms for the underlying Windows Embedded 8 Standard software. The right to use the software features expires when the right to use the underlying software expires. The Windows Embedded 8 Standard Enterprise Kit License must be permanently assigned to a single device and may not be transferred to any other device.

Automatic Updates

Customer authorizes Microsoft to download and install updates automatically on devices running Windows 10 unless they have been configured to prevent automatic updates using supported methods. All updates are licensed under the same terms as the Product to which they apply.

Windows 7 ESU (Extended Security Updates)

Customer may acquire Windows 7 ESU licenses on a per device basis. Devices running a local [OSE](#) covered by ESU or accessing [virtual OSEs](#) covered by ESU must be licensed with Windows 7 ESU for the respective year of coverage. Devices do not need an ESU license to access Windows 7 [OSEs](#) covered by ESU running on Windows Virtual Desktop on Azure. If Customer has one or more ESU licenses, devices do not need an ESU license to run or access Windows 7 [OSEs](#) covered by ESU when the [OSE](#) is licensed through a Visual Studio Subscription for development or test purposes. Windows 7 ESU 2020/2021/2022 for M365 licenses may only be assigned to devices with active Software Assurance or used exclusively by users with Windows Enterprise, VDA, or M365 SLs (that include Windows 10 Enterprise). Windows 7 ESU 2020/2021/2022 licenses may be assigned to any device. Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for M365 licenses may only be assigned to devices also licensed with ESU(s) for the prior year(s).

Windows 7 ESU 2020 Entitlement for E5 Security Users

Users licensed with Microsoft 365 E5, Microsoft 365 E5 Security, or Microsoft 365 Security + Compliance SLs through an Enterprise Agreement or Enterprise Subscription Agreement, or users licensed on a Government Community Cloud tenant with all three component services of Microsoft 365 E5 (Windows 10 Enterprise E5, Enterprise Mobility + Security E5, and Office 365 E5) through an Enterprise Agreement or Enterprise Subscription Agreement ("Qualified Users") may use up to five simultaneous devices to run a local [OSE](#) covered by Windows 7 ESU for 2020 or access [Virtual OSEs](#) covered by Windows 7 ESU for 2020. Customer may acquire Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for Microsoft 365 licenses for such devices without the need to acquire the 2020 ESU license if the devices were used solely by Qualified Users for the duration of the ESU 2020 coverage period. These devices must be assigned ESU licenses for all respective years if used by any users not currently licensed with Microsoft 365 E5, Microsoft 365 E5 Security, or Microsoft 365 Security + Compliance SLs.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Pro
External User Access Requirements	None
Included Technologies	None
Notices	H.264/MPEG-4 AVC and/or VC-1 - refer to Notices

Windows Local Use

Customer may run Windows software acquired through a volume licensing agreement as one Physical OSE locally on Licensed Devices. This local use right applies to VDA per device licenses only if the Licensed Device is also licensed with a Qualifying Operating System. Licensed Users may run Windows software acquired through a volume licensing agreement as one Physical OSE locally on devices licensed with a Qualifying Operating System.

Windows 10 Azure AD-Based Activation

Licensed Users using Azure AD-based activation may activate the software in the Physical OSE on up to five concurrent devices running either Windows 10 Pro Anniversary Update or Windows 10 Enterprise Creator's Update or later.

Microsoft Defender for Endpoint

Eligible Licensed Users may use Microsoft Defender for Endpoint on up to five concurrent devices.

Windows Apps

Unless other terms are displayed to Customer or presented in the app's settings, Customer agrees the services that it accesses from the Windows app is governed by the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?linkid=246338> or for Windows apps that access Xbox services, the Xbox.com terms of use at <http://xbox.com/legal/livetou>.

Windows 10 Mobile Enterprise

Customers with an Enterprise Agreement, Microsoft Products and Services Agreement, or Select Plus agreement may install and use Windows 10 Mobile Enterprise during the term of their agreement.

Windows 10 Upgrade Benefit

The following User SLs include a Windows 10 upgrade benefit (version upgrade only, edition remains the same) for device(s) licensed with Windows 7, 8, 8.1:

- Windows 10 Enterprise/Education (all)
- Microsoft 365 (all that include Windows 10 Enterprise)

Windows 10 Multitenant Hosting

Customers with Windows 10 Enterprise Per User SLs (excluding local only), Windows 10 Education Per User SLs, or VDA Per User SLs using Azure AD-based activation may install the Windows 10 Creators Update or later version software on a virtual machine running on Microsoft Azure (notwithstanding anything to the contrary in the [Outsourcing Software Management](#) clause) or a shared server with a Qualified Multitenant Hosting Partner ("QMTN") identified at www.microsoft.com/Qualified_Multitenant_Hoster_Program. Rights to install and use the software with a QMTN do not apply if the QMTN is using a [Listed Provider](#) as a [Data Center Provider](#). Each [Licensed User](#) may access up to four instances of the software. Azure Government customers may use KMS activation in lieu of Azure AD-based activation. When configuring the image(s) on Microsoft Azure, Customers must indicate their use of the multitenant hosting for Windows 10 and adhere to other software configuration requirements available at <https://docs.microsoft.com/en-us/windows/deployment/vda-subscription-activation>. Partner based deployment requirements are available at www.microsoft.com/Qualified_Multitenant_Hoster_Program. This section does not apply to Students receiving access to software through [Student Use Benefit](#).

Windows Virtual Desktop for Windows

Windows Virtual Desktop for Windows 7 and Windows 10

Users licensed with Microsoft 365 E3/E5/F3/Business/A3/A5/Student Use Benefit, Windows 10 Enterprise E3/E5, Windows 10 Education A3/A5, or Windows VDA E3/E5 may access Windows Virtual Desktop (WVD) Windows 7 and Windows 10 virtual machines. WVD virtual machines do not count against a user's device activation count limit.

Windows Virtual Desktop for Development and Test

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA ("Authorized Users") may access Windows Virtual Desktop (WVD) Windows 7, Windows 10, and Windows Server virtual machines for development and test purposes. Customer's end users may also access WVD Windows 7, Windows 10, and Windows Server virtual machines initiated by Authorized Users to perform acceptance tests or provide feedback.

License Model

Desktop Operating Systems

Device License

1. Customer may install one copy of the software on a [Licensed Device](#) or within a local virtual hardware system on a [Licensed Device](#) for each [License](#) it acquires.
2. Customer may use the software on up to two processors.
3. Local use is permitted for any user.
4. Remote use is permitted for the [Primary User](#) of the [Licensed Device](#) and for any other user from another [Licensed Device](#) or a Windows VDA [Licensed Device](#).
5. Only one user may access and use the software at a time.
6. Customer may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
7. An unlimited number of connections are allowed for KMS activation or similar technology.

Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at <http://go.microsoft.com/fwlink/?linkid=248532>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	System
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - June 2015 (Windows Companion Subscription)
Roaming Rights	February 2016 – Product Terms
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Software Assurance Additional Use Rights

This section (Software Assurance) applies to the following licenses.

- Windows 10 Enterprise E3/E5
- Windows 10 Enterprise per device
- Windows 10 Education E3/E5
- Windows VDA E3/E5
- Windows VDA per device

This provision does not apply to SLs acquired under the Microsoft Cloud Agreement and Microsoft Customer Agreement or by way of the [Student Use Benefit](#).

Windows Virtualization

Local Virtualization

Customer may run Windows software acquired through a volume licensing agreement on up to four [Virtual OSEs](#) locally on [Licensed Devices](#). This local use right applies to VDA Per Device licenses only if the [Licensed Device](#) is also licensed with a Qualifying Operating System. [Licensed Users](#) may run Windows software acquired through a volume licensing agreement on up to four [Virtual OSEs](#) locally on devices licensed with a Qualifying Operating System. If all permitted [Virtual OSEs](#) are used Customer may use the [Physical OSE](#) only to host and manage the [Virtual OSEs](#).

Remote Virtualization

Any user of a [Licensed Device](#), or any device used by a [Licensed User](#), may remotely access up to four [Virtual OSEs](#) or one [Physical OSE](#) of Windows software acquired through a volume licensing agreement on (a) device(s) dedicated to Customer's use. Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. Notwithstanding anything to the contrary in the [Outsourcing Software Management](#) clause, Customer's VDA E3 and E5 [Licensed Users](#) may remotely access Windows software under these Remote Virtualization rights on any [Listed Provider's](#) Servers dedicated to Customer's use.

10.1" Screen Device Benefit

Customer with Per User license may install Windows software acquired through a volume licensing agreement on all Windows licensed devices with integrated screens 10.1" diagonally or less.

Windows to Go

Customer may create and store an Instance of Windows software acquired through a volume licensing agreement on up to two USB drives using Windows to Go and run the Instance(s) on Licensed Device(s) or, if licensed per user, on any device.

Windows to Go Student Option

Academic Institutions electing the Student Option are permitted a maximum of one Windows to Go Instance per licensed student device while that student is enrolled at the institution.

Windows Pro SA

Customers who previously acquired SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise license.

Microsoft Desktop Optimization Pack (MDOP)

Customer may install and use management functionality in the MDOP on Customer's other devices dedicated to their use to manage software on the [Licensed Device](#) or [Licensed User](#)'s Devices. Customer may also use the AGPM, DaRT and UE-V to manage software on servers within its domain, so long as the desktops within that domain are licensed for MDOP use.

MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately.

- Windows 10 Enterprise E3/E5
- Windows 10 Education E3/E5
- Windows VDA E3/E5
- Agreement with an August 1, 2015, or later effective date and VDA per device or Windows 10 Enterprise per device.

Rights to run Clustered HPC Applications

A [Licensed Device](#) or a device used by a [Licensed User](#) may be used as a [Cycle Harvesting Node](#) to run [Clustered HPC Applications](#), as long as the device is not used as a general purpose Server, database Server, web Server, e-mail Server, print Server or file Server, for other multi-user access purposes, or for any other similar resource sharing purpose.

Software Assurance Lapse on Perpetual Licenses

Windows Enterprise Semi-Annual Channel must be uninstalled on any [Licensed Device](#) if Software Assurance coverage lapses. If the [Licensed Device](#) was assigned a perpetual Windows Enterprise license, Customer may install on the [Licensed Device](#) the version of Windows Enterprise Long Term Servicing Channel that is current at the time of the lapse.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Windows Desktop Operating System

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

Add-on User SL	Qualifying License(s)
Windows 10 Enterprise E3 Add-on	Windows 10 Enterprise/Education per device
Windows 10 Enterprise E5 Add-on	Windows 10 Enterprise/Education per device

From SA

Windows Desktop Operating System

From SA User SL	Qualifying License(s)
Windows 10 Enterprise E3/E5 From SA (SL)	SA for the Windows Desktop Operating System

Windows Server

Windows Server Standard, Datacenter, and Essentials

Availability

Product	Date Available	Program Attribute
Windows Server 2019 Active Directory Rights Management Services CAL	10/18	Additional Product
Windows Server 2019 Active Directory Rights Management Services External Connector	10/18	Additional Product
Windows Server 2019 CAL	10/18	
Windows Server 2019 Datacenter (16-packs of Core Licenses)	10/18	Additional Product
Windows Server 2019 Datacenter (2-packs of Core Licenses)	10/18	Additional Product
Windows Server 2019 Essentials	10/18	
Windows Server 2019 External Connector	10/18	Additional Product
Windows Server 2019 Remote Desktop Services CAL (Device and User)	10/18	Additional Product
Windows Server 2019 Remote Desktop Services External Connector	10/18	Additional Product
Windows Server 2019 Standard (16-packs of Core Licenses)	10/18	Additional Product
Windows Server 2019 Standard (2-packs of Core Licenses)	10/18	Additional Product
Windows Server ESU (Standard and Datacenter)		Additional Product, Server and Tools Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Prior Version	Windows Server 2016 (10/16)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	External Connectors

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software

Use Rights	
Down Editions	Datcenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms – September 2018)
External User Access Requirements	CALs or External Connector
Included Technologies	None
Notices	Internet-based Features, H.264/MPEG-4 AVC and/or VC-1, Malware Protection - refer to Notices

Additional Terms for Windows Server 2019 Essentials

Limitations on Use

- At any one time, Customer may use a [Running Instance](#) of the server software in each of the [Physical OSE](#) and in one [Virtual OSE](#).
- Customer must run the server software within a domain where the Server's Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a [Virtual OSE](#), the Instance in the [Physical OSE](#) may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service [Operating System Environment](#) on the [Licensed Server](#). That Instance does not need to meet the requirements in (i) through (iv) above.

Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2019 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

Windows Server 2019 Essentials Connector

Customer may install and use the Windows Server 2019 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

Windows Server 2019 Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2019 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2019 Active Directory Rights Management Services functionality.

Windows Server Containers without Hyper-V isolation with Windows Server 2019 Standard and Datacenter

Customer may use any number of [OSEs](#) instantiated as Windows Server Containers without Hyper-V isolation on the [Licensed Server](#).

Additional Software

Windows Server 2019
AD Migration Tool
GBUNIECN.EXE Utility

License Model

Windows Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms <http://go.microsoft.com/?linkid=9839206>

Access Licenses

Server Software Access

Base Access License
Windows Server 2019 CAL
Windows Server Subscription for Azure CAL
Microsoft 365 F3 User SL
CAL Equivalent License (refer to CAL and ML Equivalency)

**As an exception, users do not need Windows Server CALs when accessing the server software solely to sync between an Active Directory infrastructure running on Customer's Licensed Servers and Azure Active Directory.*

Additional Functionality Associated with Windows Server 2019 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2019 Remote Desktop Services functionality

Additive Access License
Windows Server 2019 Remote Desktop Services CAL
Windows Server 2019 Remote Desktop Services User SL

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2019 Remote Desktop Services functionality or other technology).*

Additional Functionality Associated with Windows Server 2019 Rights Management Services CAL

Windows Server 2019 Rights Management Services

Additive Access License
Windows Server 2019 Active Directory Rights Management Services CAL
Azure Information Protection P1 User SL
CAL Equivalent License (refer to CAL and ML Equivalency)

Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 User CAL
Azure Active Directory Premium (P1 and P2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency)

**Also required for any person for whom the software issues or manages identity information.*

Synchronization Service

Microsoft Identity Manager 2016 CALs not required for users only using Microsoft Identity Manager synchronization service.

Server External User Access

Base Access License
Windows Server 2019 External Connector

Additional Functionality Associated with Windows Server 2019 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2019 Remote Desktop Services functionality

Additive Access License
Windows Server 2019 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2019 Remote Desktop Services functionality or other technology).*

Additional Functionality Associated with Windows Server 2019 Rights Management Services External Connector License

Windows Server 2019 Rights Management Services

Additive Access License
Windows Server 2019 Active Directory Rights Management Services External Connector

Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 External Connector

**Also required for any External User for whom the software issues or manages identity information (in absence of Microsoft Identity Manager 2016 CALs).*

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	External Connector only
Migration Rights	Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October and December 2016
Roaming Rights	None
Self Hosting	All editions (except Essentials)
SA Equivalent Rights	None
Prerequisite (SA)	None

Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the [Microsoft Azure Services](#) Product Entry for deploying Windows Server images on Microsoft Azure.

Semi-Annual Channel Releases

Customers with active SA on either Windows Server Standard or Datacenter [Licenses](#) , and on Windows Server Base Access [Licenses](#) and Windows Server Additive Access [Licenses](#) (as appropriate) may install and use Semi-Annual Channel releases (including both Pilot and Broad releases) on [Licensed Servers](#).

Remote Desktop Services ("RDS") User CAL and User SL Extended Rights

Customer may use its RDS User CALs and User SLs with Windows Server software running in [OSEs](#) dedicated to its internal use on either Microsoft Azure Services or the shared or dedicated servers of a [License Mobility through Software Assurance Partner](#) for which it has completed and submitted the License Mobility verification form. Other than administrative access by Customer's [License Mobility through Software Assurance Partner](#), no other party may access the [OSE\(s\)](#). For any [CAL](#) or User SL Customer has used in this manner, it may later move to Microsoft Azure Services or a new [License Mobility through Software Assurance Partner](#), but not sooner than 90 days after it initiated use in the environment it is leaving.

Extended Security Updates

Refer to Extended Security Updates in [Software Assurance Benefits](#) for acquisition and use of Extended Security Updates.

Windows Virtual Desktop for Windows Server

Refer to the Windows Virtual Desktop section of the [Microsoft Azure Services](#) Product entry for rights to access Windows Virtual Desktop Windows Server virtual machines.

Enterprise Mobility + Security

Availability

Product	Program Attribute
Enterprise Mobility + Security E3 (User SL)	Enterprise Online Service
Enterprise Mobility + Security E3 Add-on (User SL)	Enterprise Online Service
Enterprise Mobility + Security E3 From SA (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 Add-on (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 From SA (User SL)	Enterprise Online Service

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	None
True-Up Eligible	All

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite	Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

From SA

Enterprise Mobility + Security

Enterprise Mobility + Security From SA User SLs qualify Customer for SA Benefits based on the Qualifying Licenses.

From SA User SLs require the corresponding CAL Suite Bridges or USLs listed below:

From SA User SL	Qualifying License(s)	Required CAL Suite Bridge or USL
Enterprise Mobility + Security From SA	Core CAL Suite	Core CAL Bridge for Enterprise Mobility + Security
		or
		Office 365 Enterprise/Government E1, E3, E5
	Enterprise CAL Suite	Enterprise CAL Bridge for Enterprise Mobility + Security
		or
		Office 365 Enterprise/Government E3, E5

Microsoft 365

Availability

Product	Program Attribute
10-Year Audit Log Retention (User SL)	Additional Product
Extra Graph Connector Capacity (SL)	Additional Product
Microsoft 365 E3 – Unattended License (SL)	Additional Product
Microsoft 365 E3/E5 (User SL)	Enterprise Online Service
Microsoft 365 E3/E5 Add-on (User SL)	Enterprise Online Service
Microsoft 365 E3/E5 From SA (User SL)	Enterprise Online Service
Microsoft 365 E5 Compliance (User SL)	Additional Product
Microsoft 365 E5 eDiscovery and Audit (User SL)	Additional Product
Microsoft 365 E5 Information Protection and Governance (User SL)	Additional Product
Microsoft 365 E5 Insider Risk Management (User SL)	Additional Product
Microsoft 365 E5 Security (User SL)	Additional Product
Microsoft 365 E5 with calling minutes (User SL)	Enterprise Online Service
Microsoft 365 F1/F3 (User SL)	Additional Product
Microsoft 365 F5 Compliance (User SL)	Additional Product
Microsoft 365 F5 Security (User SL)	Additional Product
Microsoft 365 F5 Security + Compliance (User SL)	Additional Product
Microsoft 365 G5 Compliance (User SL)	Additional Product
Microsoft 365 G5 eDiscovery and Audit (User SL)	Additional Product
Microsoft 365 G5 Information Protection and Governance (User SL)	Additional Product
Microsoft 365 G5 Insider Risk Management (User SL)	Additional Product
Microsoft Threat Experts – Experts on Demand (SL)	Additional Product
Microsoft Viva Topics (User SL)	Additional Product
Premium Assessment	Additional Product
Scheduler (User SL)	Additional Product
SharePoint Syntex (User SL)	Additional Product
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Additional Product
VDA Add-on for M365 E3/E5 (User SL)	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services

Product Conditions - General	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All (except Premium Assessment)
Qualified User Exemption	F only
Reduction Eligible	All
Reduction Eligible (SCE)	Microsoft 365 F3
True-Up Eligible	All (except From SA)

Applicable License Terms

Microsoft 365 is governed by the License Terms of the individual products and services comprising Microsoft 365, as modified by the License Terms in this Microsoft 365 Product Entry.

Microsoft 365 Components

- For Microsoft 365 E3/E5 the components include [Office 365 E3/E5](#), [Enterprise Mobility + Security E3/E5](#), and [Windows 10 Enterprise E3/E5](#) Per User.
- For Microsoft 365 A3/A5 the components include [Office 365 A3/A5](#), [Enterprise Mobility + Security A3/A5](#), [Windows 10 Education A3/A5](#), and [Minecraft: Education Edition](#).
- For Microsoft 365 F3 the components include [Office 365 F3](#), [Enterprise Mobility + Security E3](#), and [Windows 10 Enterprise E3](#).
- For Microsoft 365 F1 the components include [Enterprise Mobility + Security E3](#) and limited Office services.
- For Microsoft 365 E3/Education A3 – Unattended License the components include [Office 365 E3/A3](#), [Enterprise Mobility + Security E3/A3](#) and [Windows 10 Enterprise E3/A3](#).

License Assignment and Windows Use Rights

The use rights for the Windows component of Microsoft 365 licenses are modified as follows:

- [Licensed Users](#) are not required to be the [Primary User](#) of any device. [Licensed Users](#) may only run Windows Enterprise on devices with a Qualifying Operating System.
- Other than the use of Windows Virtual Desktop (refer to Windows Virtual Desktop section of the [Microsoft Azure Services](#), rights to access and use remote virtualized instances of Windows only apply to [Licensed Users](#) that are the [Primary User](#) of a device licensed with a Qualifying Operating System.

Microsoft 365 F1/F3

License Eligibility for Frontline Worker Licenses

Microsoft 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.1"
- Shares their primary work device with other qualifying Microsoft 365 or Office 365 Frontline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
 - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Microsoft 365 and Office 365 Frontline Worker licenses include Microsoft 365 F1, Microsoft 365 F3, and/or Office 365 F3.

Customers who had Microsoft 365 F1/F3 licensed users prior to June 1, 2020 (Impacted Customers) may license additional users with the same or equivalent service, under the Microsoft 365 F1 License Eligibility terms in the November 1, 2019 Product Terms, until the end of the Impacted Customer's subsequent subscription renewal term.

Windows 10 Use Rights for Microsoft 365 F3

The use rights for the Windows component of Microsoft 365 F3 licenses are further modified as follows:

- Rights to use Windows 10 Enterprise LTSC do not apply.
- Rights to install and use MDOP do not apply.
- Other than the use of Windows Virtual Desktop (refer to Windows Virtual Desktop section of the [Microsoft Azure Services](#) Product entry), rights to access and use virtualized instances of Windows only apply to Licensed Users of a shared device with a Qualifying Operating System.

Smartphone and Tablet Devices

Each Microsoft 365 F3 user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.1" diagonally or less.

Microsoft 365 F1 User Mailbox Use Rights

M365 F1 does not include rights to an Exchange mailbox. In order to enable a full Teams experience, M365 F1 licenses may come with the Exchange Online K1 service plan enabled. Although the Exchange Online K1 service plan will provision a mailbox for the user, M365 F1 users are not entitled to use the mailbox. We recommend that you disable Outlook on the web via these steps (<https://docs.microsoft.com/en-us/exchange/recipients-in-exchange-online/manage-user-mailboxes/enable-or-disable-outlook-web-app>) and ask your users not to access the Exchange mailbox via any other methods.

Extended Use Rights for Microsoft 365 E3/E5

Office Servers

Each Licensed User assigned a Microsoft 365 E3/E5 User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 E3/E5 User SL or [External Users](#).

Dedicated [Servers](#) that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. This entitlement does not apply to User SLs acquired under the Microsoft Cloud Agreement and Microsoft Customer Agreement.

Office Professional Plus

Microsoft 365 From SA User SLs:

For each Licensed User to whom customer assigns a Microsoft 365 From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.

Microsoft 365 User SLs acquired in MPSA

For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Microsoft 365 User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

Microsoft Threat Experts - Experts on Demand

Customers with Microsoft Threat Experts – Experts on Demand subscriptions will be assigned 2 credits on the 1st of each month, which may be used to submit questions; unused credits expire 90 days from date of assignment or at the end of the subscription term, whichever is shortest.

License Prerequisites

License	License Prerequisites
10-Year Audit Log Retention	Microsoft 365 E5/A5; Microsoft 365 E5/A5 Compliance; Microsoft 365 E5/A5 eDiscovery and Audit; Office 365 E5/A5
Career Coach	Office 365 A1/A3/A5; Microsoft 365 A3/A5
Microsoft Threat Experts – Experts on Demand	Microsoft Defender for Endpoint; Microsoft Defender for Endpoint (server); Windows 10 Enterprise E5/A5; Microsoft 365 E5/A5; Microsoft 365 E5/A5 Security; Microsoft 365 F5 Security + Compliance; Microsoft 365 F5 Security
Microsoft 365 E5/A5/G5 Security	Microsoft 365 E3/A3
	Office 365 E3/A3 and Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5/G5 Compliance	Microsoft 365 E3/A3
	Office 365 E3/A3 and Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5/G5 eDiscovery and Audit	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business
Microsoft 365 E5/A5/G5 Insider Risk Management	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business
Microsoft 365 E5/A5 Information Protection and Governance	Microsoft 365 Business Premium/F1/F3/E3/A3/E5/A5
	<u>Any one of the following:</u> Microsoft 365 Business Basic/Business Standard; Office 365 F3/E1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business
	and <u>Any one of the following:</u> Azure Information Protection; Enterprise Mobility + Security
Microsoft 365 F5 Compliance	Microsoft 365 F1/F3
	Office 365 F3 and Enterprise Mobility + Security E3 (K) and Windows 10 Enterprise per device/E3
Microsoft 365 F5 Security	Microsoft 365 F1/F3
	Office 365 F3 and Enterprise Mobility + Security E3 (K) and Windows 10 Enterprise per device/E3
Microsoft 365 F5 Security + Compliance	Microsoft 365 F1/F3
	Office 365 F3 and Enterprise Mobility + Security E3 (K) and Windows 10 Enterprise per device/E3
Premium Assessment	Microsoft 365 E5/A5; Office 365 E5/A5; Microsoft 365 E5/A5 Compliance; Microsoft 365 E5/A5 eDiscovery and Audit; Microsoft 365 E5/A5 Insider Risk Management; Microsoft 365 E5/A5 Information Protection and Governance
Microsoft Viva Topics	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; SharePoint Online
Scheduler	Microsoft 365 Business Basic/Business Standard/Business Premium/E3/A3/E5/A5; Office 365 E1/A1/E3/A3/E5/A5; Exchange Online
SharePoint Syntex	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; SharePoint Online
VDA Add-on for M365 E3/E5	Microsoft 365 E3/E5

Service Specific Terms

Microsoft 365 - Unattended License

Definitions

“Robotic Process Automation”, otherwise known as “RPA” or “bots” means an application, or any set of applications used to capture data and manipulate applications to perform repetitive tasks. Bots operate upon any UI element of Windows 10 within an OSE and/or operates upon any Office application in any OSE.

“Unattended Bot” – Any bot that does not strictly conform to the definition of **“Attended Bot”** shall be considered an **“Unattended Bot.”**

“Attended Bot” - An [Attended Bot](#) assists a person to execute automation on the person’s local and/or remote workstations. It operates concurrently with the person on the same workstation/s to accomplish repetitive tasks and is triggered by explicit actions of that person.

Assignment and Use Rights

- Customer may assign a Microsoft 365 A3/E3 - Unattended License to an [Unattended bot](#) running on either of the following:
 - Hardware dedicated to Customer’s use (subject to the [Outsourcing Software Management](#) Clause).
 - A virtual machine on Azure (including Windows Virtual Desktop on Azure).
- There is no Qualifying OS requirement for the Microsoft 365 A3/E3 suite.
- Each Microsoft 365 A3/E3 - Unattended License allows the use of the M365 A3/E3 suite in only a single unique physical or virtual [OSE](#) for [Robotic Process Automation](#).
- Each Microsoft 365 A3/E3 – Unattended License is allowed a single unique instance of Microsoft 365 Apps for enterprise.
- License reassignment for bots follow the same rules for users and devices as if the bot is a user. (See [License Assignment and Reassignment](#))

Use Limitation

- [Unattended Bots](#) may not create or replicate activities or workflows on behalf of an unlicensed user or device. (See [Multiplexing](#))
- Microsoft reserves the right to restrict or disable Microsoft API calls with reasonable notice, due to unreasonable amount of bandwidth, adversely impacting the stability of Microsoft API’s, or adversely affecting the behavior of other apps.

Scheduler

Human-assisted AI Service

Scheduler subscriptions include a human-assisted artificial intelligence (AI) service. When AI confidence levels are not met for a particular scheduling request, Scheduler’s AI can ask human scheduling assistants to review and facilitate the complex or ambiguous scheduling task (“human-assisted AI service”). Human scheduling assistants are bound by Microsoft confidentiality requirements, including Microsoft’s Supplier Security and Privacy Assurance program, and access is limited to only the information end users provide and that is necessary to fulfill the scheduling request.

Customer is solely responsible for obtaining appropriate consent from end users in connection with end user’s and Customer’s use of Scheduler’s human-assisted AI service, as well as displaying appropriate warnings, disclaimers, and acknowledgements for such use to end users and Customers.

SharePoint Syntex

Additional AI Builder Credits

Additional AI Builder Credits are included for tenants licensed with 300 or more SharePoint Syntex users.

Add-ons

Customer may acquire Add-ons subject to the following conditions:

- Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
- Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
- Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Microsoft 365

Add-on User SL	Qualifying License(s)
Microsoft 365 E3 Add-on (User SL)	Windows 10 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus
Microsoft 365 E5 Add-on (User SL)	Windows 10 Enterprise/Education per device, and

Add-on User SL	Qualifying License(s)
	Core/Enterprise CAL Suite, and Office Professional Plus
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Office 365 E1/E3

From SA

Microsoft 365

To acquire a Microsoft 365 From SA User SL customer must satisfy the eligibility and License assignment requirements for each component of Microsoft 365. Microsoft 365 From SA User SLs provide the same SA Benefits as the From SA components of the Microsoft 365 From SA User SL. The components of Microsoft 365 E3/E5 are Office 365 E3/E5, Enterprise Mobility + Security E3/E5, and Windows 10 Enterprise E3/E5 Per User.

Qualifying License(s)	From SA User SL
SA for the Windows Desktop Operating System, and Core/Enterprise CAL Suite, and Office Professional Plus	Microsoft 365 E3/E5 From SA (User SL)

Microsoft Azure

Definitions

Allocated Annual prepayment means, if Customer elects annual invoicing, the portion of the Azure prepayment allocated annually through the Enrollment term.

Azure Reservations means an advanced purchase of eligible Microsoft Azure Services for a specified term and region (e.g. Reserved VM Instances, Reserved Software Instances, etc.).

Consumption Rates means the prices for Microsoft Azure Services or, for certain Microsoft Azure Service Plans, any usage in excess of a specified quantity. Consumption Rates may also be referred to as "Overage Rates" or "Overage" in other Microsoft or Microsoft Azure documents.

Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified below as a Microsoft Azure Services Plan. Other than Azure Stack Hub, Services purchased as a Microsoft Azure Services Plan are not eligible for the Hosting Exception in the Online Services Terms.

Azure Prepayment means the total monetary amount a customer commits to pay during the term of the subscription for its use of eligible Microsoft Azure Services.

Subscription Term

Except as described below for [Azure Reservations](#), Customer may only subscribe to Microsoft Azure Services (including [Microsoft Azure Services Plans](#)) for a subscription term that ends on the end date of Customer's Enrollment ("coterminous"). Customer must have at least two months remaining in its Enrollment term in order to subscribe to Microsoft Azure Services. Customer's access to a given Azure Spot virtual machine is temporary and may be interrupted at any time. Customer may elect to be notified immediately prior to workload interruption.

Purchasing Services

Microsoft Azure Services may be purchased in one or a combination of the following ways:

1. **Azure Prepayment:** Customer will have access to its entire [Azure prepayment](#) throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for

its [Azure prepayment](#) on an annual basis, Customer will have access to an [Allocated Annual prepayment](#) each year of the Enrollment (the “Annually Prepaid Option”). Under the Fully Prepaid Option, any unused [Azure prepayment](#) will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused [Allocated Annual prepayment](#) will be forfeited on the following Enrollment anniversary date. Customer may contact Microsoft or Customer’s reseller about increasing its [Azure prepayment](#) or reducing its [Allocated Annual prepayment](#) for any future Enrollment anniversary. Customer’s reseller (if any) must process reductions with Microsoft prior to the next anniversary.

2. **Consumption:** Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
3. **Microsoft Azure Services Plan:** Customer may be able to subscribe to a Microsoft Azure Service as a [Microsoft Azure Services Plan](#).
4. **Automatic Provisioning:** As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a [Azure prepayment](#).
5. **Azure Reservations:** [Azure Reservations](#) are purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). [Azure Reservations](#) expire at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused [Azure Reservations](#). Notwithstanding the terms in Customer’s volume licensing agreement, fixed pricing does not apply to [Azure Reservations](#). Azure Reservation pricing will be based on the available pricing at the time of each purchase.
6. **Azure Spot:** Notwithstanding the terms in Customer’s volume licensing agreement, fixed pricing does not apply to Azure Spot virtual machines. Azure Spot pricing is demand-based. The available pricing at the time of each purchase is subject to change at any time. Customer can refer to the Azure portal for pricing adjustments.

Pricing

Microsoft may offer lower prices to Customer (or Customer’s reseller) for individual Microsoft Azure Services during Customer’s Enrollment term on a permanent or temporary (promotional) basis.

Payment and Fees

1. **Using Azure prepayment:** Each month, Microsoft will deduct from Customer’s [Azure prepayment](#) (or [Allocated Annual prepayment](#), if applicable) the monetary value of Customer’s usage of eligible Microsoft Azure Services. Once Customer’s [Azure prepayment](#) (or [Allocated Annual prepayment](#), if applicable) balance has been exhausted, any additional usage will be invoiced at [Consumption Rates](#) (as described below).
2. **Invoicing Azure prepayment:** If Customer elects the Fully Prepaid Option, [Azure prepayment](#) will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first [Allocated Annual prepayment](#) will be invoiced immediately, and future [Allocated Annual prepayments](#) will be invoiced on the anniversary of the Enrollment effective date.
3. **Invoicing Azure prepayment Overage:** If Customer’s usage is higher than either its [Azure prepayment](#) under the Fully Prepaid Option or its [Allocated Annual prepayment](#) under the Annually Prepaid Option, such excess will be invoiced at [Consumption Rates](#) to Customer (or its reseller) at the end of each Enrollment month.
4. **Consumption Invoicing:** If Customer provisions Microsoft Azure Services without a [Azure prepayment](#), it (or its reseller) will be invoiced monthly at [Consumption Rates](#). All usage of the Microsoft Azure Services after the expiration or termination of Customer’s subscription term will be invoiced to Customer (or its reseller) at then-current [Consumption Rates](#) on a monthly basis.
5. **Azure Services Plan Invoice:** The purchase of a [Microsoft Azure Services Plan](#) will be invoiced to Customer (or its reseller) either on an upfront or annual basis, according to the terms of Customer’s volume licensing agreement governing payment terms for the order of Online Services generally. [Azure prepayment](#) cannot be applied to the purchase of a Microsoft Azure Services Plan; provided, however, that if a [Microsoft Azure Services Plan](#) includes the purchase of an initial quantity of a service (“Initial Quantity”), Customer usage that exceeds the Initial Quantity will be billed at [Consumption Rates](#), and Customer’s [Azure prepayment](#) can be applied to such usage.
6. **Azure Reservations:** The purchase of [Azure Reservations](#) will be deducted automatically from any available [Azure prepayment](#). If Customer has used all of its [Azure prepayment](#) or if the cost of [Azure Reservations](#) exceeds the available [Azure prepayment](#) balance at the time of purchase, the excess will be invoiced as otherwise provided in this “Payment and Fees” section. [Azure Reservations](#) Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure Reserved Instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure Reserved Instances for software do not include the cost of compute.

Azure Reservation Options

The following options apply to [Azure Reservations](#) Customer has purchased.

1. **Exchange:** is an option that allows Customer to apply the monetary value of a remaining [Azure Reservation](#) term to the purchase of one or more new [Azure Reservations](#) of equal or greater monetary value for the same service.
2. **Cancel:** is an option that allows Customer to receive a prorated refund based on a remaining [Azure Reservation](#) term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently \$50,000 per year).
3. **Assignment:** allows Customer to apply an [Azure Reservation](#) to a single (scoped) subscription of the enrollments/account(shared).

Five Year Reservations for Azure VMs

As an exception to the general terms for [Azure Reservations](#), we offer five year [Azure Reservation](#) terms for select VM families. The early termination fee for a five-year [Azure Reservation](#) is 35%. Microsoft reserves the right during a five-year [Azure Reservation](#) to move Customer to a newer version of the HB series for reasons including, but not limited to, unavailability of parts for maintenance or lack of support from the hardware vendor. In such cases, the new version and hardware configuration will provide at least the same level of performance.

General Service Terms

Definitions

Azure Government Services means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

Bing Search Services means the Bing Custom Search, Bing Local Business Search, Entity Search, Image Search, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at <https://aka.ms/r1j7jq>.

Bing Search Services Data means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

Customer Solution means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

Microsoft Azure Services means the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except those licensed separately. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

Microsoft Translator means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

Restriction on U.S. Police Department Use of Azure Facial Recognition Services

Customer may not use Azure Facial Recognition Services if Customer is, or is allowing use of such services by or for, a police department in the United States. Violation of any of the restrictions in this section may result in immediate suspension of Customer's use of the service.

For purposes of this section, "Azure Facial Recognition Services" means facial recognition features or functionality included in Azure Services, such as Face; or the facial recognition functionality in Video Indexer.

Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard in [Notices](#) apply.

Service Level Agreement

Refer to <http://azure.microsoft.com/support/legal/sla/>.

Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features

Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination

The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception

Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Use of Software within Microsoft Azure

For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to <http://azure.microsoft.com/en-us/regions>.

Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Marketplace

Microsoft Azure enables Customer to access or purchase products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

Microsoft Azure User Plans

Availability

Product	Program Attribute
Azure Active Directory Premium Plan 1 (User SL)	Additional Product
Azure Active Directory Premium Plan 2 (User SL)	Additional Product
Azure Information Protection Premium Plan 1 (User SL)	Additional Product

Azure Information Protection Premium Plan 1 Add-on (User SL)	Additional Product
Microsoft Defender for Identity (User SL)	Additional Product, United States Government Community Cloud Service
Microsoft Defender for Identity Client Management License Add-on (User SL)	Additional Product, United States Government Community Cloud Service

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Microsoft Azure Services	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	Azure Active Directory, Microsoft Defender for Identity, Azure Information Protection Premium

Extended Use Rights for Microsoft Defender for Identity Customers

Customer may also install and use Advanced Threat Analytics locally to manage client [OSEs](#) (or Server [OSEs](#) used as client [OSEs](#)) that are used solely by users to whom licenses are assigned. This right expires when Customer's subscription expires.

Service Specific Terms

Subscription License Suites

In addition to User SLs, refer to [Subscription License Suites](#) for other SLs that fulfill requirements for Azure Active Directory Premium, Microsoft Defender for Identity, Azure Information Protection, and Microsoft Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional [External Users](#) to access the corresponding Azure Active Directory service level. This option is not available to new customers nor customers using (or who have used) the service under a Monthly Active User count. Only [External Users](#) can use the Azure Active Directory External Identities pricing based on Monthly Active User count.

Azure Information Protection Premium

Notices

The Bing Maps Notices apply. Any deployment services provided to Customer are subject to the Professional Services Notice. (refer to [Notices](#))

Add-ons

Customer may acquire Add-ons subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

Microsoft Azure User Plans

Qualifying License(s)	Add-on User Subscription License(s)
Enterprise CAL Suite	Azure Information Protection Premium Plan 1 Add-on (User SL)
Advanced Threat Analytics 2016 Client Management License per User	Microsoft Defender for Identity Client Management License Add-on (User SL)

Azure Infrastructure Plans

Availability

Product	Program Attribute
Azure App Service Plan	Additional Product
Azure Site Recovery (to Customer Owned Site)	Additional Product
IoT Suite Predictive Maintenance Plan 1	Additional Product
IoT Suite Predictive Maintenance Plan 2	Additional Product
IoT Suite Remote Monitoring Plan 1	Additional Product
IoT Suite Remote Monitoring Plan 2	Additional Product
Microsoft Azure StorSimple Plan 8100 Renewal (no device)	Additional Product
Microsoft Azure StorSimple Plan 8600 Renewal (no device)	Additional Product
Microsoft Azure StorSimple Plan with Device (8100 device)	Additional Product
Microsoft Azure StorSimple Plan with Device (8600 device)	Additional Product

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	See Microsoft Azure StorSimple Plan Offerings below
Reduction Eligible (SCE)	All (except Azure RemoteApp)
True-Up Eligible	None

Microsoft Azure Stack Hub Plan

Customer may use Microsoft Azure Stack Hub on a [Licensed Server](#), provided it acquires a number of SLs equal to the number of [Physical Cores](#) on that [Server](#). Licenses are reduction eligible; however, ongoing use remains subject to the requirement to retain licenses equal to the [Physical Cores](#) on the [Server](#).

Microsoft Azure StorSimple Plan Offerings

For each StorSimple Plan with Device purchased, Customer will receive a Storage Array device. Geographic availability and the terms and conditions governing the Storage Array, including warranty, shipping and handling, and duties, are set forth in the [Storage Array and Azure Data Box Terms](#). Each StorSimple Plan purchased by Customer will be associated with a single Storage Array; any additional Storage Arrays used by Customer will be billed at consumption rates. Microsoft Azure StorSimple 8100 and 8600 plans can be reduced at the next anniversary following 12 months of continuous usage.

Microsoft Azure Services

Availability

Product	Program Attribute
Azure SQL Edge (per Device)	Additional Product
Microsoft Azure Services	Additional Product
Microsoft Translator API	Additional Product

Product Conditions:

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	Until canceled for Microsoft Azure Services
Qualified User Exemption	None
Reduction Eligible	Microsoft Translator API, Allocated Annual prepayment for Microsoft Azure Services
Reduction Eligible (SCE)	Allocated Annual prepayment for Microsoft Azure Services
True-Up Eligible	None

Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. See the [Microsoft Azure User Plans](#), [Azure Infrastructure Plans](#), or [Azure Support Plans](#) for more details.

Azure Hybrid Benefit

Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines in Customer's Microsoft Azure service accounts and pay for the cost of compute only (the "Base Instance"). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The Online Services Terms govern use of Windows Server under this benefit. Customer may not concurrently allocate Windows Server [Licenses](#) to Azure Hybrid Benefit and assign the same [Licenses](#) to its [Licensed Servers](#), except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate the same workloads to Azure. On the earlier of completion of migration to Azure or 180

days from the start of migration, [Licenses](#) will be deemed “assigned to Azure”. Customer may later reassign [Licenses](#) back to its [Licensed Servers](#), provided [Licenses](#) remain assigned to Azure for a minimum of 90 days.

Except as provided below for Windows Server Datacenter Licenses allocated as described in “Unlimited Virtualization Rights, each Windows Server processor License with SA, and each set of 16 Windows Server core [Licenses](#) with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 [Virtual Cores](#) allocated across two or fewer Azure Base Instances. Each additional set of 8 core [Licenses](#) with SA entitles use on up to 8 [Virtual Cores](#) on one Base Instance. Customer may use Standard or Datacenter software.

Special Use Rights for Windows Server Datacenter Licenses

As exceptions to the general terms governing allocation of licenses and use of Windows Server under the Azure Hybrid Benefit for Windows Server:

- **Unlimited Virtualization Rights.** Customer may use Windows Server in any number of Base Instances on an Azure Dedicated Host or other dedicated physical host in Azure, provided Customer allocates Windows Server Datacenter [Licenses](#) with SA for all of the [Physical Cores](#) available to Customer on that Azure server. Concurrent use on Azure Dedicated Host or other dedicated physical host in Azure and Customer’s [Licensed Servers](#) is limited to the same 180 day migration period.
- **Dual Use Rights.** When exercised in connection with Datacenter [Licenses](#) with SA, the Azure Hybrid Benefit for Windows Server provides rights to simultaneously deploy and use the software on Azure and on [Licensed Servers](#) in Customer’s data centers. Dual use rights do not apply in the case of Licenses allocated as described in “Unlimited Virtualization Rights.”

Microsoft Azure Hybrid Benefit for SQL Server

Under the Microsoft Azure Hybrid Benefit for SQL Server, for each SQL Server [License](#) covered with SA (“Qualified License”), Customer may consume in its Microsoft Azure services accounts the Microsoft Azure Data Services identified in the table below in the indicated ratios. If a customer wishes to use Azure Hybrid Benefit for SQL Server to consume two or more Microsoft Azure Data Services, one or more [Licenses](#) must be allocated for each service.

Qualified License	Microsoft Azure Data Service ¹	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance – General Purpose	1 Core License:4 vCores
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance – Business Critical	1 Core License:1 vCore
	Azure SQL Database (Single Database)/Azure SQL Managed Instance - Hyperscale	1 Core License:4 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License:4 vCores
	SQL Server Enterprise Virtual Machines	1 Core License ² :1 vCPU
	SQL Server Standard Virtual Machines	1 Core License:4 vCPUs
SQL Server Standard (Core)	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance – General Purpose	1 Core License:1 vCore
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance – Business Critical	4 Core License:1 vCore
	Azure SQL Database (Single Database)/Azure SQL Managed Instance - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	4 Core Licenses:1 vCore
	SQL Server Standard Virtual Machines	1 Core License ² :1 vCPU
	SQL Server Enterprise Virtual Machines	4 Core Licenses ² :1 vCPU

¹Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database or Azure SQL Managed Instance.

²Subject to a minimum of four Core Licenses per Virtual Machine.

With Azure Hybrid Benefit for SQL Server, customers will not be charged for the usage of a Microsoft Azure Data Service, but they must still pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). Customers must indicate that they are using Azure SQL Database (Elastic Pool, and Single Database), Azure SQL Managed Instance, Azure Data Factory SQL Server Integration Services, or SQL Server Virtual Machines under Azure Hybrid Benefit for SQL Server

when configuring workloads on Azure. Customers may supplement workloads running under Azure Hybrid Benefit for SQL Server with fully metered Azure services.

Customer may not concurrently allocate a [License](#) to Azure Hybrid Benefit for SQL Server and assign the same [License](#) to (a) shared servers under License Mobility through Software Assurance or (b) a [Licensed Server](#), except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure.

On the earlier of completion of migration to Azure or 180 days from the start of migration, [Licenses](#) will be deemed “assigned to Azure”. Customer may later reassign [Licenses](#) back to its [Licensed Servers](#) or to shared servers under License Mobility through Software Assurance, provided Licenses remain assigned to Azure for a minimum of 90 days.

SQL Server Fail-over Rights

When allocating SQL Server [Licenses](#) for use with a SQL Server Virtual Machine under the Azure Hybrid Benefit for SQL Server, Customer is entitled to:

- One [Fail-over OSE](#) for any purpose, including high availability; and
- One [Fail-over OSEs](#) specifically for disaster recovery purposes.

Customer may also run [Primary Workload](#) and its disaster recovery [Fail-over OSE](#) simultaneously for brief periods of disaster recovery testing every 90 days, and around the time of a disaster, for a brief period, to assist in the transfer between them. Customer may perform the following maintenance-related operations for any permitted [Fail-over OSE](#):

- Database consistency checks or Checkdb
- Log Back-ups
- Full Back-ups
- Monitoring resource usage data

[Fail-over OSEs](#) permitted for disaster recovery must be asynchronous and manual. The number of [Licenses](#) that otherwise would be required for a [Fail-over OSE](#) must not exceed the number of [Licenses](#) required for the corresponding [Primary Workload](#). [Fail-over OSEs](#) may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Customer is entitled to one additional [Fail-over OSE](#) for high availability for each of its [Primary Workloads](#) that runs on the Linux platform and serves as the SQL Server master instance when used in conjunction with Customer’s use of Big Data Clusters. These additional [Fail-over OSEs](#) are subject to the same SQL Server – Fail Over Rights limitations.

SQL Server Enterprise Core Unlimited Virtualization Rights

As an exception to the general terms governing allocation of [Licenses](#) and use of SQL Server under the Azure Hybrid Benefit for SQL Server, Customer may use SQL Server in any number of Virtual Machines on an Azure Dedicated Host or other dedicated physical host in Azure in one of its Microsoft Azure service accounts, provided Customer allocates SQL Server Enterprise Core [Licenses](#) with SA for all of the [Physical Cores](#) available to Customer on that Azure Dedicated host. Concurrent use on Azure Dedicated Host or other dedicated physical host in Azure and Customer’s [Licensed Servers](#) is limited to the same 180 day migration period.

Windows Virtual Desktop

Windows Virtual Desktop for Windows 7 and Windows 10

Users licensed with Microsoft 365 E3/E5/F3/Business Premium/A3/A5/Student Use Benefit, Windows 10 Enterprise E3/E5, Windows 10 Education A3/A5, or Windows VDA E3/E5 may access Windows Virtual Desktop (WVD) Windows 7 and Windows 10 virtual machines. WVD virtual machines do not count against a user’s device activation count limit.

Windows Virtual Desktop for Windows Server

Users licensed with RDS User CALs with SA or RDS User Subscription Licenses or using devices licensed with RDS Device CALs with SA may access Windows Virtual Desktop (WVD) Windows Server virtual machines.

Windows Virtual Desktop for Development and Test

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA (“Authorized Users”) may access Windows Virtual Desktop (WVD) Windows 7, Windows 10, and Windows Server virtual machines for development and test purposes. Customer’s end users may also access WVD Windows 7, Windows 10, and Windows Server virtual machines initiated by Authorized Users to perform acceptance tests or provide feedback.

Azure Dev/Test Pricing

Customer may be eligible for Azure dev/test pricing for Azure Services accessed by (i) its Qualified Licensed Users solely for development and test purposes, and (ii) its users performing acceptance tests and providing feedback related to those development and test activities. "Qualified Licensed Users" means users allocated Visual Studio subscriptions or MSDN Platform subscriptions with active Software Assurance. See Azure.com (<https://azure.microsoft.com/pricing/dev-test/>) for eligibility criteria and applicable services.

Service Specific Terms

Azure Communication Services

Notices

The H.264/AVC Visual Standard notice in [Notices](#) section applies.

PSTN Services

Azure Communication Services provides services for calling and text messaging to and from the public switched telephone network ("PSTN"). Azure Communication Services PSTN services are provided by the Microsoft Affiliate or other service provider authorized to administer them. Pricing for PSTN services may include applicable taxes and fees. PSTN services terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available on the Volume Licensing site at <https://aka.ms/CommunicationServicesTerms>.

End User Relationship

While Microsoft provides Azure Communication Services to Customer, Customer further provides the services, through its own applications or offerings, to end users. Customer is the sole provider of the end users' services and Customer shall have sole and exclusive responsibility to end users. Customer's end users are not parties to this agreement. Customer acknowledges and agrees to the foregoing and that Microsoft has no obligation or liability to Customer or any third party for the end user's use of the services. The requirement to add primary and significant functionality as stated in the Hosting Exception provision does not apply.

End User Information

Except in instances required by law or regulation, Microsoft does not retain information that identifies individual end users. Customer acknowledges that, should it delete or de-link end user identifying information in its possession, Microsoft shall have no responsibility to reconstitute the information.

Azure Defender for IoT

Customer may use Azure Defender for IoT solely to monitor devices based on its current commitment level. Customer agrees to update its commitment level for the next billing period based on actual usage. Commitment levels (updated if necessary) auto-renew from billing period to billing period.

Azure DevTest Labs

Secrets in DevTest Labs

Azure DevTest Labs automatically creates a key vault when a user saves a secret for the first time. Customer may not use this key vault to store anything other than DevTest Lab related passwords, SSH keys, or personal access tokens.

Azure Health Bot Service

Definitions

"Customer Health Bot Application" means an application or any set of applications that adds primary and significant functionality to the Azure Health Bot Service and that is not primarily a substitute for the Azure Health Bot Service.

Customer Obligations

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Azure Health Bot Service; (2) implementing a secure application-to-application authentication method between the Customer Health Bot Application and the Azure Health Bot Service; (3) obtaining appropriate consent from end users in connection with their use of the Customer Health

Bot Application; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the Customer Health Bot Application, including, as applicable, those set forth in the following [form](#).

Azure Lab Services

While Microsoft provides Azure Lab Services to Customer, as between Customer and Microsoft, Customer is the sole provider of related services to Customer's end users and shall have sole and exclusive responsibility to end users, including any support obligations. Customer's end users are not a party to any agreement with Microsoft regarding the services.

Notification; Liability; Bar on Actions Against Microsoft

Customer will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

Customer acknowledges and agrees that Microsoft has no obligation or liability to Customer or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

Indemnification

Customer agrees to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

End User Terms

In order to provide the services to end users, Customer and Customer's end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

Statement of Relationship: Customer is the sole provider of the services. Customer is responsible for providing any support to end users. The services will be provided by Customer to Customer's end users under your terms of use and privacy policy.

Compliance; Acceptable Use: Customer is solely responsible for ensuring compliance with all applicable laws, including, but not limited to GDPR, with respect to Customer's provision and end users' use of the service. In addition, for clarity and without limiting the Acceptable Use Policy, Customer and Customer's end users may not use Azure Lab Services to facilitate or engage in cryptocurrency mining. Violation of this prohibition may result in suspension of the service, as set forth in the Acceptable Use Policy.

Disclaimer of Warranties: Customer will disclaim any and all warranties in connection with the services, and Customer will disclaim the same with respect to Microsoft.

Limitation of Liability and Exclusion of Damages: Customer will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between Customer and Microsoft.

Updates

Customer is responsible for updating the virtual machines (VMs) in Customer's portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

Azure Machine Learning service

NVIDIA Components

Azure Machine Learning service may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"), Customer agrees that its use of NVIDIA Components is governed by the NVIDIA Cloud End User License Agreement for Compute at <https://go.microsoft.com/fwlink/?linkid=874330>.

Azure Maps

Navigation restrictions

Customer may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's data and/or data supplied or created by any third party.

Customer will not use the data delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results

Customer may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is the shorter. Notwithstanding the foregoing, Customer may retain continual access to geocodes as long as Customer maintains an active Azure account.

Customer may not display any Results, except geocodes and/or Azure Maps Weather service results, solely as described in these Terms, on any third-party content or geographical map database.

Mobility API

Customer may not cache nor store information delivered by the Mobility API including but not limited to Agency Information, Stop Keys and Transit Type (the "Mobility Results") for the purpose of scaling such Mobility Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Mobility Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Mobility Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is shorter. Notwithstanding the foregoing, Customer may retain continual access to Stop Name, ID, and Position as long as Customer maintains an active Azure Maps account.

Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/). Azure Maps uses Bing Imagery which subject to the Bing Maps Notice in Attachment 1.

User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other data and third party content that Customer is authorized to access via Azure Maps is made available.

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright

Customer may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps.

Azure SQL Edge

Definitions

"IoT Device" means a computing device that (i) is designed or configured for use primarily with an industry- or task-specific software program that provides the primary functionality of the computing device ("IoT Program"), (ii) uses equal to or less than 16 physical cores, and (iii) is not designed to be marketed or primarily used as a multi-functional Server, or a commercially viable substitute for a multi-functional [Server](#). Any IoT Device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.

Use of Azure SQL Edge

Customer may install and use any number of copies of the Azure SQL Edge software on an IoT Device dedicated to Customer's use and to which a [License](#) is assigned. Notwithstanding anything to the contrary in [Universal Terms for all Online Services](#), Customer may reassign a [License](#) at any time to other IoT Devices dedicated to its use. If Customer installs any features or functionalities other than the Azure SQL Edge software (whether derived from Microsoft or third party software) on the IoT Device, then those other features or functionalities may be used only to support the IoT Program.

The terms of the [DPA](#) do not apply to Azure SQL Edge installed on Customer's IoT Device, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes, because the operating environment of such IoT Devices is not under Microsoft's control.

Azure Kubernetes Service on Azure Stack HCI and Azure Kubernetes Service Runtime on Windows Server

Use Rights and Conditions for Use

Customer may use Azure Kubernetes Service on Azure Stack HCI (AKS on HCI) and Azure Kubernetes Service Runtime on Windows Server (AKS on WS) (collectively, AKS) only (i) on Azure Stack HCI (with respect to AKS on HCI) or Windows Server (with respect to AKS on WS) running on servers dedicated to Customer's use and (ii) to host, manage, and service validly licensed containers running validly licensed applications.

Customer may use AKS as long as it is registered with Customer's valid Azure subscription in order to enable additional AKS functionality and to meter and invoice Customer.

Included Microsoft Applications

AKS may include other Microsoft applications. These license terms apply to those included applications, if any, unless other license terms are provided with the other Microsoft applications.

Third Party Software

AKS may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying AKS or within AKS itself.

License Restrictions

Customer may not work around any mandatory registration or sign-up process for AKS.

Hosting Exception

The Hosting Exception applies to AKS, however the definition of "[Customer Solution](#)" is replaced with the following: Customer Solution means an application or any set of applications that (i) adds primary and significant functionality to the Microsoft Azure Services, (ii) is not primarily a substitute for the Microsoft Azure Services, and (iii) does not solely provide infrastructure services such as virtual machines, containers, storage, or services for the management thereof.

Customer Support

Any support for AKS is provided "as is", "with all faults", and without warranty of any kind.

Updates

AKS may automatically download and install updates for you. You agree to receive these automatic updates without any additional notice. Updates may not include all existing software features, services, or peripheral devices.

Azure Stack HCI

Privacy Notice

Except as reflected below, Microsoft is an independent controller of Personal Data collected in connection with your use of Azure Stack HCI. Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=521839>, and [the DPA](#) terms do not apply.

Personal Data collected and used to enable Azure management services through the Azure admin portal to meter product usage for billing purposes, and to the extent specified in product documentation will be handled in accordance with the [DPA terms](#).

Use Rights and Conditions for Use

Customer may use the Azure Stack HCI software only (i) on servers dedicated to Customer's internal use and (ii) as a host operating system to manage and service validly licensed virtual machines running validly licensed applications. Any dedicated server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause. Customer may use the Azure Stack HCI software as long as it is (i) registered with Customer's valid Azure subscription in order to enable additional Azure Stack HCI functionality and to meter and invoice Customer and (ii) connected to Customer's Azure subscription over the Internet at least once every thirty (30) consecutive calendar days.

License Restrictions

Customer may not (i) work around any mandatory registration or sign up process for Azure Stack HCI or (ii) run any applications, operating system roles, and/or other workloads directly on the Azure Stack HCI software except for (A) utilities and operating system roles and (B) virtualized machines running Azure Stack HCI, both (A) and (B) as necessary to enable Azure Stack HCI to host, manage, and service validly licensed virtual machines running validly licensed applications.

Hosting Exception

The Hosting Exception applies to Azure Stack HCI, however, the definition of "[Customer Solution](#)" is replaced with the following: Customer Solution means an application or any set of applications that (i) adds primary and significant functionality to the Microsoft Azure Services, (ii) is not primarily a substitute for the Microsoft Azure Services, and (iii) does not solely provide infrastructure services such as virtual machines, containers, storage, or services for the management thereof.

Customer Support

Any customer support for Azure Stack HCI that may be available from Microsoft requires that Azure Stack HCI runs on server hardware pre-validated by Microsoft under the Azure Stack HCI Program Agreement or any successor.

Azure Stack Hub

Azure Stack Hub Privacy

The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to Customer's use of Azure Stack Hub. If a Microsoft Cloud Agreement or Microsoft Customer Agreement Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

To the extent Microsoft is a processor or subprocessor of personal data in connection with Azure Stack Hub, Microsoft makes to all customers, the commitments in (a) the "Processing of Personal Data; GDPR" provision of the DPA and (b) the European Union General Data Protection Regulation Terms in Attachment 3 of the DPA.

Use of Azure Stack Hub

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

Cognitive Services

Product documentation

Microsoft may provide technical documentation regarding the appropriate operation applicable to Cognitive Services (including the applicable developer guides), which is made available online by Microsoft and updated from time to time. Customer acknowledges and agrees that it has reviewed this documentation and will use Cognitive Services in accordance with such documentation, as applicable.

Some Cognitive Services are intended to process Customer Data that includes Biometric Data (as may be further described in product documentation) which Customer may incorporate into its own systems used for personal identification or other purposes. Customer acknowledges and agrees that it is responsible for complying with the Biometric Data obligations contained in the Online Services DPA (<https://aka.ms/DPA>).

Limit on Customer use of service output

Customer will not, and will not allow third parties to use Cognitive Services or data from Cognitive Services to create, train, or improve (directly or indirectly) a similar or competing product or service.

Limited Access Services

Certain Cognitive Services may require registration and limit access based on Microsoft's eligibility and use criteria ("Limited Access Services"). Customer agrees that it will only use the Cognitive Services for the uses specified in its registration form and/or in its Enrollment or agreement and in accordance with relevant service terms. Microsoft may require Customer to re-verify the information submitted to Microsoft regarding the Limited Access Services remains accurate, complete and up to date; and is using the Limited Access Services in accordance with information submitted and these terms. Microsoft may suspend or terminate Customer's access to these Limited Access Services for non-compliance, only to the extent reasonably necessary. Customer shall respond to requests for re-verification from Microsoft within ten business days of receiving a request (requests may be provided via self- certification Azure tools). If Microsoft needs additional information to assure compliance with these terms, Customer will reasonably cooperate with Microsoft to provide such information within 30 business days of request. To apply for access and use of Limited Access Services, Customer must provide current, complete, and accurate information in the registration form and any re-verification requests from Microsoft.

Customized TTS Services and use of Synthetic Voices

Permissions. Customer represents, warrants and certifies that (i) it has explicit written permission from the voice owner(s) contained within its audio files ("Voice Talent") to use their personal data, including his/her voice likeness to create voice model(s) ("Synthetic Voice(s)"), (ii) Customer's agreement(s) contemplate the duration of use of the Synthetic Voice and any content limitations and (iii) Customer has shared Microsoft's disclosure guidance for voice talent (<https://aka.ms/disclosure-voice-talent>) with Voice Talent directly or through Voice Talent's authorized representative that describes how synthetic voices are developed and operate in conjunction with text to speech services. Microsoft reserves the right to require Customer to provide audio files containing acknowledgements by Voice Talent(s). Customer acknowledges and agrees that Microsoft may use this to perform speaker verification against Customer's audio training files; however, Microsoft's retention of audio files does not create or imply an obligation that Microsoft will perform speaker verification.

Permitted uses. In addition to compliance with the Acceptable Use Policy, the code of conduct (available at <https://aka.ms/custom-neural-code-of-conduct>) sets the minimum requirements that all TTS implementations must adhere to in good faith. Customer shall have the exclusive right to use the Synthetic Voice(s) created by Customer and made available through use of Cognitive Services. Notwithstanding the foregoing or anything to the contrary in the DPA, Customer acknowledges and agrees that Microsoft may retain a copy of each Synthetic Voice created by Customer and may, but is not obligated to, use the Synthetic Voice(s) to investigate and respond to any alleged violations of the service terms. Customer agrees and grants Microsoft a limited nonexclusive irrevocable worldwide license to retain acknowledgment audio voice consent file(s) and a copy of the Synthetic Voice(s) for the limited purposes above. Customer is required to secure and maintain all rights necessary for Microsoft to retain and use the acknowledgment audio files and Synthetic Voice(s) as described in this section without violating the rights of Voice Talent(s) or any other third party or otherwise obligating Microsoft to Customer, Voice Talent or any other third party. This paragraph will survive termination or expiration of Customer's agreement.

Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Cognitive Services in Containers

Cognitive Services features that are available in containers are designed to connect to a billing endpoint. The containers and the billing endpoint are licensed to Customer under this agreement as Online Services, and the containers are also subject to the terms for Use of Software with the Online Service in this agreement. Customer must configure the containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of those containers. Provided Customer enables such metering and subject to any applicable transaction limits, Customer may install and use any number of containers (1) on Customer's hardware devices that are dedicated to Customer's exclusive use, and (2) in Customer's Microsoft Azure Service accounts. Any dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause of the [Universal License Terms for All Software](#).

The containers include material that is confidential and proprietary to Microsoft. Customer agrees to keep that material confidential and to promptly notify Microsoft if Customer becomes aware of any possible misappropriation or misuse.

The terms of the [DPA](#) do not apply to containers installed on Customer's dedicated hardware, except to the extent any Personal Data is collected in connection with the billing endpoint, because the operating environment of those containers is not under Microsoft's control.

Inactive Cognitive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Cognitive Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom

model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

Express Route Global Reach

Express Route Global Reach is an Azure Service offering data transport capabilities to Express Route users in certain locations. Express Route Global Reach is provided by the Microsoft Affiliate authorized in a given country to administer it. Pricing for Express Route Global Reach may include applicable taxes and fees. Express Route Global Reach terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available at <https://aka.ms/CommunicationServicesTerms>.

Microsoft Genomics

Microsoft Genomics Privacy

The Microsoft Privacy Statement located at <https://aka.ms/privacy> applies to Customer's use of Microsoft Genomics, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement.

Broad License Terms

Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA" located here <https://software.broadinstitute.org/gatk/eula/index?p=Azure>).

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

Visual Studio App Center

Visual Studio App Center Test Privacy and Security Terms

The privacy statement located at <https://aka.ms/actestprivacypolicy> applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Azure Support Plans

Availability

Product	Program Attribute
Azure Active Professional Direct Support*	Additional Product
Azure Active Standard Support*	Additional Product
Microsoft Azure StorSimple Premium Support	Additional Product

Microsoft Azure StorSimple Standard Support	Additional Product
Microsoft Azure StorSimple Standard Support to Premium Support	Additional Product

**Also available through Microsoft Customer Agreement and Reduction Eligible when acquired under that agreement.*

Product Conditions

Provides additional information related to acquiring the Product, such as prerequisites for purchase, prior versions, and the applicable Product Pool.

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	Azure StorSimple Standard and Premium Support
Reduction Eligible (SCE)	Azure StorSimple Standard and Premium Support
True-Up Eligible	None

Glossary

Definitions

Academic Program means Academic Purchasing Account on MPSA, Academic Select License, Select Plus for Academic, Campus and School Agreement, or Open Value Subscription – Education Solutions.

Add-on means a license that is purchased in addition to (and associated with) a previously acquired Qualifying License (or set of Qualifying Licenses). An Add-on license is assigned to a single Qualified User (as defined in Customer's Enrollment) or to the same Server or device as the Qualifying License(s). For any Add-on User SL not appearing individually, the license terms applicable to a full User SL for the same service apply.

Additive CAL means a CAL that must be used on conjunction with a base CAL.

Additive External Connector License means an External Connector License that must be used in conjunction with a base External Connector License.

Authorized Outsourcer means any third party service provider that is not a Listed Provider and is not using Listed Provider as a Data Center Provider as part of the outsourcing service.

Azure Government Services means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

Bing Search Services means the Bing Custom Search, Bing Local Business Search, Entity Search, Image Search, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at <https://aka.ms/r1j7jq>.

Bing Search Services Data means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

CAL means client access license, which may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

CAL Equivalent License means a User SL or External Connector License identified in a Product's "Server Software Access" table, or a CAL suite or SL, as identified in [CAL and ML Equivalency Licenses](#), as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the License after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an OSE running a client operating system.

Clustered HPC Application means a high performance computing applications that solves, in parallel, complex computational problems, or a set of closely related computational problems. Clustered HPC Applications divide a computationally complex problem into a set of jobs and tasks which are coordinated by a job scheduler, such as provided by Microsoft HPC Pack, or similar HPC middleware, which distributes these in parallel across one or more computers operating within an HPC cluster.

Cluster Node means a device that is dedicated to running Clustered HPC Applications or providing job scheduling services for Clustered HPC Applications.

Core Factor means a numerical value associated with a specific Physical Processor for purposes of determining the number of Licenses required to license all of the Physical Cores on a Server.

Core Online Services means those Online Services listed as Core Online Services in [Notices](#).

Customer Data means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Professional Services Data.

Customer Solution means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

Cycle Harvesting Node means a device that is not dedicated to running Clustered HPC Applications or job scheduling services for Clustered HPC Applications.

Data Center Provider means an entity that provides infrastructure or software services, directly or indirectly, to another service provider. Microsoft may also serve as a Data Center Provider through Microsoft Azure.

Data Protection Addendum (DPA) means the Microsoft Online Services Data Protection Addendum published at <https://aka.ms/DPA>.

Education Qualified User means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

Embedded Unified Solution means a business application developed by Customer's Reseller that the Reseller licenses to Customer that adds significant and primary functionality to an Embedded SL Product.

External Connector License means a License assigned to a Server dedicated to Customer's use that permits access to the corresponding version of the server software or earlier versions of the server software by External Users.

External Users means users that are not employees, onsite contractors or onsite agents of Customer or its Affiliates.

Fail-over OSE means an OSE (or in the context of Azure Hybrid Benefit, a SQL Server Virtual Machine) in which passive Instances of the server software are running in anticipation of a fail-over event.

Government Community Cloud (U.S. only) means Online Services that are available exclusively to the Community. Use Rights for government community cloud services are equivalent to those of their standard multitenant equivalents unless otherwise noted. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

Graduate means a Student who has (1) completed a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

Hardware Thread means either a Physical Core or a hyper-thread in a Physical Processor.

High Performance Computing (HPC) Workload means a workload where the server software is used to run a Cluster Node and is used in conjunction with other software as necessary to permit security, storage, performance enhancement and systems management on a Cluster Node for the purpose of supporting the Clustered HPC Applications.

Instance means an image of software that is created by executing the software's setup or install procedure or by duplicating an existing Instance.

Knowledge Worker means any employee (including a Student employee), contractor, or volunteer of or for the Institution who uses a Product or Qualified Device for the benefit of the institution or within the user's relationship with the Institution. This definition does not include users of any listed software product or online service as excluded from the definition of Knowledge Worker.

License means the right to download, install, access and use a Product.

Licensed Device means a single physical hardware system, dedicated to Customer's use, to which a License is assigned. Dedicated devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

Licensed Server means a single Server, dedicated to Customer's use, to which a License is assigned. Dedicated Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

Licensed User means the single person to whom a License is assigned.

License Mobility through Software Assurance Partner means an entity identified at <https://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-license-mobility> and authorized by Microsoft to host customers' software on shared servers.

Licensing Site means <http://www.microsoft.com/licensing/contracts> or a successor site.

Listed Providers include entities identified by Microsoft at <http://aka.ms/listedproviders>. Microsoft may identify additional Listed Providers at <http://aka.ms/listedproviders> from time to time; however, if Customer is using an outsourcer at the time its Authorized Outsourcer status is terminated, then Customer may temporarily continue to use the same entity in its former Authorized Outsourcer capacity for one year from the date of that change in status.

Management License (ML) means a License that permits management of one or more OSEs by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in [CAL and ML Equivalency Licenses](#), as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

Managing an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE. It does not include discovering the presence of a device or OSE.

Microsoft Azure Services means the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except those licensed separately. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

Microsoft Translator means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

Network Server means a physical hardware server solely dedicated to Customer use and provides resource assistant to computers in a network. Any dedicated server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause in the Universal License Terms.

Non-Microsoft Product means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

Online Service means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

Operating System Environment (OSE) means 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. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Personal Data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Physical Core means a core in a Physical Processor.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

Previews means preview, beta or other pre-release features, data center locations, and services offered by Microsoft for optional evaluation.

Primary User means the user who uses a Licensed Device more than 50% of the time in any 90 day period.

Primary Workload means either an OSE in which Instances of the server software are running under the "Use Rights" section of a product entry or, in the context of Azure Hybrid Benefit rights, a SQL Server Virtual Machine.

Production Environment means any Physical or Virtual OSE running a production workload or accessing production data, or Physical OSE hosting one or more Virtual OSEs running production workloads or accessing production data.

Professional Services means Microsoft technical support and consulting services (e.g., for data migration) related to any Online Service.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services. Professional Services Data includes Support Data.

Qualifying Third Party Device means a device that is not controlled, directly or indirectly, by Customer or its Affiliates (e.g., a third party's public kiosk).

Running Instance means an Instance of software that is loaded into memory and for which one or more instructions have been executed. (Customer "Runs 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.

SL means subscription License that allows access to software or a hosted service for a defined period of time.

Server means a physical hardware system capable of running server software.

Server Farm means a single data center or two data centers each physically located either in time zones not more than four hours apart, or within the EU or EFTA. A data center can be moved from one Server Farm to another, but not on a short-term basis. (EU is European Union; EFTA is European Free Trade Association).

Step-up means a license purchased in addition to (and associated with) a previously acquired base license. For any Step-up User SL not appearing individually in the OST, the license terms applicable to the equivalent full User SL apply.

Student means any individual enrolled in any educational institution that is part of Institution's Organization whether on a full-time or part-time basis.

Student Qualified Device means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

Subprocessor means other processors used by Microsoft to process data.

Support Data means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement. Support Data is a subset of Professional Services Data.

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

Web Workload (also referred to as “Internet Web Solutions”) are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer’s or its affiliates’ employees. Software in Internet Web Solutions is used to run:

- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions; or
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Windows Server Container with Hyper-V isolation (formerly known as, Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one Virtual OSE.

Windows Server Container without Hyper-V isolation (formerly known as, Windows Server Container) is a feature of Windows Server software.

Windows Software Components means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Dbghelp.dll, and Web Deploy technologies are all Windows Software Components.

Attributes

Attributes are identified in the tables in each Product Entry, and indicate rights or conditions applicable to the Products.

Additional Software: Software identified in the Use Rights for Server Products that Customer is permitted to use on any device in conjunction with its use of server software.

Add-ons and From SA: Indicates the Product is available as an Add-on, and/or From SA. For details, refer to the Add-ons and From SA sections for each respective product and online service.

Client Access Requirement: Indicates whether or not a Server Product requires CALs for access by users and devices.

Disaster Recovery: Rights available to SA customers to use software for conditional disaster recovery purposes; refer to Servers – Disaster Recovery Rights section of [Software Assurance Benefits](#).

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

Extended Term Eligible: Online services that are eligible for an extended term as described in the Enterprise and Enterprise Subscription licensing agreement.

External User Access Requirement: Indicates specific license requirements or options for access by External Users.

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over Instances as described in the Product entry.

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

License Mobility: Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multitenant servers outside their own datacenters; refer to License Mobility section of [Software Assurance Benefits](#).

License Terms: Terms and conditions governing deployment and use of a Product.

Migration Rights: Customer may be able to upgrade from prior versions of the software or other Products under special terms published in the Product Entry or Product List as indicated. Customer may also have non-standard downgrade rights to use prior versions of the same or other Products in place of the licensed version.

Notices: Identifies the notices applicable for a Product; refer to the Notices section of the Universal License Terms for details.

Online Subscription Program (OSP): The Product is available in an Online Subscription program.

Prerequisite: Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

Prerequisite (SA): Indicates that certain additional conditions must be met in order to purchase SA coverage for the Product.

Prior Version: Earlier versions of Product and their Date Available.

Product Pool: Indicates the grouping of Products that the Product belongs to for the purposes of determining pricing discounts. There are three Product pool categories; Application, Server and System.

Product-Specific License Terms: Indicates that Product-Specific terms and conditions governing deployment and use of the Product are included below the Use Rights table.

Promotions: Indicates that limited time offers apply to the Product as described in [Promotions](#).

Qualified User Exemption: Exemption applicable to users who access Products solely under one of these licenses. These users are exempt from being counted as a Qualified User under Customer's volume licensing agreement, notwithstanding anything to the contrary in that agreement.

Reduction Eligible: An Online Service for a customer that has an Enterprise Enrollment, Enterprise Subscription Enrollment, Microsoft Azure Enrollment or Enrollment for Education Solutions can report a reduction in licenses or Allocated Annual prepayment.

Reduction Eligible (SCE): Products for which a Server & Cloud Enrollment customer can report a reduction in subscription licenses or future Allocated Annual prepayment after 12 continuous months.

Roaming Rights: An SA benefit that permits the Primary User of a Licensed Device certain access and use rights. The Primary User may use a Qualifying Third Party Device to (i) remotely access and use permitted Instances or copies of the software running on Servers dedicated to Customer's use, (ii) locally use a permitted Instance or copy in a Virtual OSE, or (iii) locally access a permitted Instance or copy of the software on a USB drive via Windows to Go, in each case solely for work-related purposes while the user is not on Customer's premises. No other user may use the software under the same License at the same time. Despite anything to the contrary in Customer's volume licensing agreement, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which Customer's users access and use the software and any (other) enterprise product solely under Roaming Rights.

SA Benefits Pool: Indicates the category of the Product for purposes of determining SA Benefits broadly applicable to that Product Pool, as listed in [Software Assurance Benefits](#).

SA Equivalent Rights: Software SLs acquired under a Server and Cloud Enrollment or Microsoft Products and Services Agreement provide the same SA rights and benefits during the term of the Subscription as Licenses with SA coverage.

Self Hosting: An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers – Self Hosted Applications section of [Software Assurance Benefits](#).

Student Use Benefit: The option for Institutions that license a qualifying Product for their Organization-wide count to license a Product for use by their Students at a ratio of 1:15 or 1:40 Students per Education Qualified User or Knowledge Worker (or staff/faculty user) at no additional cost. The qualifying Products and the Products eligible for the Student use, and the applicable ratios are identified in [Student Use Benefits and Academic Programs](#). Such Student Licenses may not be counted toward minimum order requirements. The License Terms for the Products licensed under the Student Use Benefit govern Students' use. Rights to use Products under the Student Use Benefit expire when Student is no longer affiliated with the Institution.

Suite: A Product that is comprised of components that are also licensed separately. A suite is licensed under a single License that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

True-Up Eligible: An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

UTD Discount: An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a License for the corresponding qualifying Product.

Cell Values

Cell Values are used in the Program Availability table in each of each Product Entry to identify how the Product is offered in each program. The volume licensing program agreements define these offering types.

A = Additional Product: The Product is offered as an Additional Product.

AF = Additional Product Faculty: The Product is offered as an Additional Product for the School program and must be licensed on an Organization-wide basis covering all Faculty and Staff.

AO = Additional Product Organization Wide: The Product is offered as an Additional Product and must be ordered organization-wide.

AP = Additional Product in EES 2017: The Product is offered as an Additional Product for the Enrollment for Education Solutions (with a publication date on or after October 2017).

AS = Additional Product School: The Product is offered as an Additional Product for the School program only.

E = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.

ED = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions (with a publication date prior to October 2017) and Open Value Subscription - Education Solutions and must be licensed on an Organization-wide basis covering all Faculty and Staff.

EO = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

EP = Education Platform Product: The Product is offered as an Education Platform Product under the Enrollment for Education Solutions (with a publication date on or after October 2017) and must be licensed on an Organization-wide basis covering all Education Qualified Users or Knowledge Workers or for the full Student Count.

OM = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

OW = Organization-wide: Available under the Organization-wide option.

P = Non-Organization Wide in Open Value: The Product is offered on a non-Organization Wide basis in Open Value.

S = Student Offering School Only: The Product is offered as a Student Offering under School Program only and must be ordered for the full Student Count.

SD = School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under School Program. An SD is counted as three units.

ST = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.

SP = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

UC = United States Government Community Cloud Service: The Online Service is offered as a Government Community Cloud (U.S. only) Service. For UC availability for Online Service suites, refer to the Program Availability table for each of the suite's components.

CAL and ML Equivalency Licenses

Rights to access server software running on Customer's [Licensed Servers](#) or to [Manage OSEs](#) are available under [CAL](#) suites and Online Services [SLs](#). The tables below show the applicable [CAL](#) suite or [SL](#) that satisfies the [License](#) requirement for access to (or management of) the respective Server Product's base or additive functions. [CAL](#) suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the [Server](#) Product.

Core CAL

	Core CAL				
Servers	Suite	Bridge O365	BridgeIntune	Bridge O365+Intune	Bridge EMS
Exchange Server 2019 Standard					
Base	X		X		X
Exchange Server 2019 Enterprise					
Base	X		X		X
SharePoint Server 2019					
Base	X		X		X

	Core CAL				
Servers	Suite	Bridge O365	BridgeIntune	Bridge O365+Intune	Bridge EMS
Skype for Business Server 2019					
Base	X		X		X
Windows Server 2019 Standard					
Base	X	X	X	X	
Windows Server 2019 DataCenter					
Base	X	X	X	X	
Windows MultiPoint Server 2016 Premium (Academic only)					
Base	X	X	X	X	
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)					
Management	X	X			
System Center Endpoint Protection 1606					
Management	X	X			

Enterprise CAL

Note: A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.

	Enterprise CAL				
Servers	Suite	Bridge O365	BridgeIntune	Bridge O365+Intune EMS	Bridge EMS
Exchange Server 2019 Standard					
Base	X		X		X
Additive	X		X		X
Exchange Server 2019 Enterprise					
Base	X		X		X
Additive	X		X		X
SharePoint Server 2019					
Base	X		X		X
Additive	X		X		X
Microsoft Audit and Control Management Server 2013					
Base	X		X		X
Skype for Business Server 2019					
Base	X		X		X
Additive	X		X		X
Windows Server 2019 Standard					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Windows Server 2019 Data Center					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Windows MultiPoint Server 2016 Premium (Academic only)					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Advanced Threat Analytics 2016					
Management	X	X		X	
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)					
Management	X	X			
System Center Endpoint Protection 1606					

	Enterprise CAL				
Servers	Suite	Bridge O365	BridgeIntune	Bridge O365+Intune EMS	Bridge EMS
Management	X	X			

Enterprise Mobility + Security

Note: With the exception of Advanced Threat Analytics 2016 and Microsoft Endpoint Configuration Manager, users licensed through Student Use Benefits do not satisfy the License requirement for access to (or management of) the Products in this table.

	Enterprise Mobility + Security	
Servers	E3	E5
Windows Server 2019 Standard		
Base	X	X
Additive (RMS)	X	X
Additive (MIM)	X	X
Windows Server 2019 DataCenter		
Base	X	X
Additive (RMS)	X	X
Additive (MIM)	X	X
Windows MultiPoint Server 2016 Premium (Academic only)		
Base	X	X
Additive (RMS)	X	X
Advanced Threat Analytics 2016		
Management	X	X
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)		
Management	X	X
System Center Endpoint Protection 1606		
Management	X	X
System Center Service Manager		
Management	X	X

Office 365 Enterprise

Note: Office 365 Nonprofit E1 does not satisfy the License requirement for access to (or management of) the Products in this table.

	Office 365 Enterprise		
Servers	E1	E3	E5
Exchange Server 2019 Standard			
Base	X	X	X
Additive		X	X
Exchange Server 2019 Enterprise			
Base	X	X	X
Additive		X	X
SharePoint Server 2019			
Base	X	X	X
Additive		X	X
Microsoft Audit and Control Management Server 2013			
Base		X	X
Skype for Business Server 2019			
Base	X	X	X

	Office 365 Enterprise		
Servers	E1	E3	E5
Additive (Enterprise)	X	X	X
Additive (Plus)			X

Microsoft 365

	Microsoft 365		
Servers	F1/F3	E3	E5
Exchange Server 2019 Standard			
Base		X	X
Additive		X	X
Exchange Server 2019 Enterprise			
Base		X	X
Additive		X	X
SharePoint Server 2019			
Base		X	X
Additive		X	X
Microsoft Audit and Control Management Server 2013			
Base		X	X
Skype for Business Server 2019			
Base		X	X
Additive (Enterprise)		X	X
Additive (Plus)			X
Windows Server 2019 Standard			
Base	X	X	X
Additive (RMS)	X	X	X
Additive (MIM)	X	X	X
Windows Server 2019 DataCenter			
Base	X	X	X
Additive (RMS)	X	X	X
Additive (MIM)	X	X	X
Advanced Threat Analytics 2016			
Management	X	X	X
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)			
Management	X	X	X
System Center Endpoint Protection 1606			
Management	X	X	X
System Center Service Manager			
Management	X	X	X

Notices

Bing Maps

The Online Service or its included 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. Customer's use of Bing Maps is governed by the Bing Maps

End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Professional Services

Professional Services are provided subject to the “Professional Services Terms” below. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services. Data protection and security terms for Professional Services Data are in the [DPA](#).

The Professional Services to which this Notice applies are not Online Services, and the rest of the Online Services Terms do not apply unless expressly made applicable by the Professional Services Terms below.

Professional Services Terms

Obligations of the Parties; Warranties

Microsoft warrants that all Professional Services will be performed with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price paid for them as Customer’s sole remedy for breach of the Professional Services warranty. Notwithstanding the foregoing, **Services Deliverables that are provided without charge are provided “AS-IS,” WITHOUT ANY WARRANTY. Microsoft provides no warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Customer will perform its applicable responsibilities and obligations to support Microsoft’s performance of the Professional Services, as specified in the description of each Professional Service. Customer may not use Professional Services or Services Deliverables in any way prohibited by the Acceptable Use Policy and must comply with all laws and regulations applicable to its use of Professional Services and Services Deliverables, including laws related to privacy, Personal Data, biometric data, data protection and confidentiality of communications. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

Limitation of Liability

To the extent permitted by applicable law, each party’s total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. For Professional Services and Services Deliverables provided free of charge and Services Deliverables that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is limited to direct damages finally awarded up to US\$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services, or Services Deliverables. No limitation or exclusions will apply to liability arising out of either party’s (1) confidentiality obligations (except for all liability limited to Customer Data and Professional Services Data, which remain subject to the limitations and exclusions above); or (2) violation of the other party’s intellectual property rights.**

Fixes

“Fixes” are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix, is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

“Pre-Existing Work” means any computer code or non-code based written materials developed or otherwise obtained independent of Customer’s volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party’s Pre-Existing Work only as needed to perform obligations related to Professional Services. If Customer chooses to disclose its source code to Microsoft during a Professional Services engagement, then (1) prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing; and (2) Microsoft will treat Customer’s source code as confidential information.

Services Deliverables License

“Services Deliverables” means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms and machine learning models) other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft’s performance of Professional Services. Microsoft grants Customer a non-

exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables, subject to and in accordance with the terms and conditions in Customer's volume licensing agreement and any agreed statement of services. Some Services Deliverables and third-party content may be provided under a separate license, such as an open source license. In the event of a conflict between this Notice and any separate license, the separate license will prevail with respect to the Services Deliverables or third-party content that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

License Restrictions

Customer must not (and is not licensed to) reverse engineer, decompile, disassemble or work around any technical limitations in any Services Deliverable except to the extent that applicable law doesn't allow this restriction. Except as expressly permitted in this agreement and any agreed statement of services or separate license, Customer must not (and is not licensed to) distribute, sublicense, rent, lease, lend, sell, offer for sale or otherwise make available any Services Deliverables, in whole or in part, or subject Microsoft's intellectual property in Services Deliverables to any other license terms.

Feedback

"Feedback" means expertise and knowledge, including industry knowhow, as well as comments, input and suggestions regarding the Services Deliverables, Professional Services and the products, technologies, services, or any components of the foregoing, whether pre-release or commercially released, of either Microsoft or Customer. Neither Microsoft nor Customer are required to provide Feedback to the other in connection with Professional Services, but if a party in its sole discretion does provide Feedback, both parties agree that the receiving party should be free to use such Feedback without obligation. Accordingly, to the extent that the party providing Feedback owns or controls copyrights or trade secrets covering such Feedback, that party grants to the receiving party and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license in such intellectual property to: (1) to make, use, modify, distribute, create derivative works and otherwise commercialize the Feedback as part of Microsoft's or Customer's products, technologies, services or any of their components, including without limitation pre-release and commercially released versions of such offerings; and (2) sublicense to third parties the foregoing rights, including the right to grant further sublicenses. Neither party will provide any Feedback subject to any terms that would impose any obligation on or require attribution by on the receiving party. Any party receiving Feedback further acknowledges that (1) it has sole and absolute discretion regarding whether it implements such feedback; (2) it shall base its offerings and marketing plans solely on its own independent research and analysis; and (3) it assumes all risks associated with any implementation of such Feedback.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables, including without limitation when Customer asks Microsoft to use or modify such third-party content.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of this Notice and Customer's volume licensing agreement.

Government Customers

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Notice about Adobe Flash Player

The software may include a version of Adobe Flash Player. Customer agrees that its use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated at <http://go.microsoft.com/fwlink/?linkid=248532>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

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

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

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1 AND THE MPEG-4 VISIAL 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 AND MPEG-4 VISUAL 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. REFER TO www.mpegla.com.

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 compliant with the VIDEO STANDARDS technologies for distribution to third parties.

Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Supplemental Terms for Professional Services – Legacy Agreements

Customer's right to use of any consulting and support services Microsoft performs ("Professional Services") purchased from the Product Terms are governed by (1) customer's volume licensing agreement, and (2) any master-level Microsoft Services agreement customer may have in place at the time of purchase. In the event of a conflict, the most current Professional Services agreement controls. If Customer's master agreement for volume licensing is a Microsoft Business Agreement version dated prior to September, 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, the following supplemental terms apply to any Professional Services purchased and used by Customer.

Use, Ownership, and License Rights

Fixes

If Microsoft provides Product Fixes, modifications or enhancements, or their derivatives, either released generally (such as Product service packs) or to address a specific issue for Customer (collectively, "Fixes"), such Fixes are licensed under the same terms as the Product to which it applies. If the Fixes are not provided for a specific product, any use terms Microsoft provides with the Fixes will apply

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services provided to Customer ("Pre-Existing Work") shall remain the sole property of the party providing it. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.

Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon Customer's compliance with the terms of Customer's volume licensing agreement.

Services Deliverables

Any computer code or materials other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services are considered Services Deliverables. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions governing the Professional Services and Customer's volume licensing agreement.

Use of technical information from Professional Services

Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information as part of such use.

Open Source License Restrictions

Customer must not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property to obligations beyond those included in these Professional Services terms or Customer's volume licensing agreement.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sub-license these rights. Customer is liable for ensuring its Affiliates' compliance with these Professional Services terms and Customer's volume licensing agreement.

Warranties and Limitations of Liability

Warranty for Professional Services

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft within 90 days of the date the Professional Services were performed, then Microsoft will, as the sole remedy for the breach of the warranty, either re-perform the Professional Services or return the price Customer paid for them. **Except for the limited warranty above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Limitation of Liability

Microsoft's liability for direct damages will be limited to the amounts Customer was required to pay for the Professional Services. In the case of services provided free of charge, or code Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; or (2) violation of the other party's intellectual property rights.**

Software Assurance Benefits

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), within 90 days from the date of purchase as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Products	OEM	Programs
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 or 2019 from an OEM may acquire SA for Microsoft Office Standard in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Customers who acquire SQL Server 2017 from an OEM prior to March 31, 2020 may acquire Software Assurance for SQL Server within 90 days of the OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License

SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform

EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs

Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE Client MLs

Customers renewing SA for client MLs can switch between User and OSE.

Migration License for Discontinued or End-of-Life Products

"Qualifying License," as used here, refers to a License with SA coverage as of the date specified and for the Product identified in the product entry referencing this section.

"Migration License," as used here, refers to rights granted in the Product Entry referencing this section.

Unless stated otherwise in the Product Entry:

- Customer may upgrade to and use software under a Migration License in place of software covered by the Qualifying License. The Customer may not use software under both licenses simultaneously.
- Migration Licenses are granted on 1:1 for each of Customer's Qualifying Licenses.
- If Customer acquired perpetual rights to use software under a Qualifying License, the rights to use software acquired under the Migration License are likewise perpetual; otherwise, rights acquired under a Migration License expire when the underlying Qualifying License expires.
- Upon expiration of SA coverage on the Qualifying License, Customer may acquire SA for the same version and edition of the Product covered by the Migration License, without the need to first acquire separate new Licenses. This option does not apply to customers buying licenses under subscription programs (e.g., Enterprise Subscription Agreements or Open Value Subscription agreements).
- Customer may not transfer Migration Licenses separately from Qualifying Licenses.
- Subsequently acquired licenses for the same discontinued Product under the same enrollment term under an Enterprise or Enterprise Subscription Agreement, Open Value Subscription or Enrollment for Education Solutions, as part of Customer's scheduled true-up process are also Qualifying Licenses for purposes of the license grant. Coverage for Products under subscription agreements must be continuous.

Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally Customer's actual dollars spent, but is an approximation

of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership ("SAM") is required for some benefits. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office for the web, Office Online Server	X		
Enterprise Source Licensing Program		X	
Enterprise Sideload		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Home Use Program	X		
24x7 Problem Resolution Support	X	X	X
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
Servers – Disaster Recovery Rights			X
License Mobility			X
Servers – Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Windows to Go		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

Customer may upgrade to the latest version of an available Product. If Customer acquires perpetual Licenses through SA, it may deploy new version upgrades for those Licenses after SA coverage has expired, but only to versions released during the active SA coverage. Use of the new version is subject to the License Terms for that version.

Calculating Software Assurance Benefits Points

Entitlements are calculated on a points-based system for 24x7 Problem Resolution Support (Phone) in MPSA.

Software Assurance Benefits points for 24x7 Problem Resolution Support (Phone) in MPSA are calculated based on the number of qualifying licenses, applicable pools, and the points associated with qualifying products as listed in the following table. Points cannot be combined across agreements, enrollments, or Purchasing Accounts to qualify for additional points. Reduction of points as a result of returns and other billing adjustments, where allowed, may result in the loss of entitlements during the present or future entitlement periods.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Windows Desktop Operating System Products, Microsoft Dynamics AX Task CAL	1
Microsoft Dynamics 365 Customer Service CAL, Microsoft Dynamics 365 Sales CAL, Dynamics 365 Operations Server, Microsoft Dynamics 365 Operations Activity CAL, Microsoft Dynamics AX Functional CAL, Microsoft Dynamics AX Store Server	2
Windows Server Standard (2-packs of Core Licenses), System Center Standard Server Management License (2-packs of Core Licenses)	5
Windows Server Datacenter (2-packs of Core Licenses), System Center Datacenter Server Management License (2-packs of Core Licenses)	10
SQL Server Standard edition, Windows Server Standard edition, System Center Standard Server Management License (2-processor), Visual Studio Professional Subscription, Visual Studio Test Professional Subscription, and Microsoft Dynamics AX Enterprise CAL, Microsoft Dynamics 365 Operations CAL	25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise Subscription	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, and System Center 2012 Datacenter Server Management License (2-processor)	75

Note: For SQL CALs, see the CAL Suites table in this section

Office for the web services and Office Online Server

Users of a device licensed with the qualifying applications may access Office for the web services and Office Online Server for editing documents from the Licensed Device. The Primary User of the Licensed Device may access Office for the web services and Office Online Server for editing documents from any device.

Qualifying Desktop Application	Office Online rights
Office Standard	Office for the web
Office Professional Plus	Office Online Server
Office for Mac Standard	

Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office for the web services.

Planning Services

Planning Services have been retired from SA benefits on February 1st, 2021.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Training Vouchers have been retired from SA benefits on February 1st, 2021.

Microsoft Home Use Program

The Microsoft Home Use Program provides Customer's employees the right to acquire Microsoft products or services made available through the Microsoft Home Use Program website(s). Customer's employees may choose to purchase from either the Online Services or Software option.

Online Services

The threshold requirement for participation in the Microsoft Home Use Program, for purchase of Online Services, is waived for Customers with SAM coverage for the Application pool. Customer's employees may acquire a single subscription of either Office 365 Home or Office 365 Personal through the Microsoft Home Use program website.

Office 365 Home or Office 365 Personal subscriptions acquired through the Microsoft Home Use Program website may currently be renewed at the then current Microsoft Home Use Program price regardless of employment or Customer's SAM coverage status.

Software

Customer's employees, who are users of the licensed qualifying desktop applications identified in the table below may acquire a single License for the corresponding Home Use Program software, to be installed on one device (either a PC or a Mac, specific to the software that is purchased). Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

Home Use Software Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding qualifying desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the qualifying desktop application, or upon the employee's installation and use of any prior or later version of that qualifying desktop application pursuant to a Home Use Program license.

Qualifying Desktop Application	Corresponding Home Use Program License
Visio Standard 2013/2016/2019	Visio Professional 2019 HUP
Visio Professional 2013/2016/2019	
Project Standard 2013/2016/2019	Project Professional 2019 HUP
Project Professional 2013/2016/2019	

The terms of use for products and services acquired through the Home Use Program software are between Microsoft and Customer's employee and are accessed through the Microsoft Home Use Program website(s).

Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have.

Microsoft may terminate a customer's participation in the Microsoft Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Microsoft Home Use Program website in connection with that customer's program code.

For more information on the Microsoft Home Use Program, refer to <http://www.microsoft.com/licensing> or <https://businessstore.microsoft.com/store/home-use-program>.

24x7 Problem Resolution Support

Customers (other than those purchasing through Academic Programs) with SA coverage are eligible for 24x7 Problem Resolution Support.

24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products. Microsoft will make reasonable efforts to assist Customer with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and may refer Customers to an additional service level agreement which may require an additional charge.

Products that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Microsoft can add support for new Products or discontinue support for existing Products. Microsoft will notify Customer if Customer's implementation of Microsoft products cannot be supported. If Customer does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, Microsoft may provide a modification to the commercially available Microsoft Product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Customer's specific problems and are not regression tested.

Phone Support Incident Awards for all programs except MPSA

The number of permitted phone support incidents varies by customer based upon their SA spend and payment option. SA-spend-based incidents are earned based on server and desktop SA spend under a qualifying Select or Enterprise enrollment, Select Plus registration, Open Value Agreement or Open License Authorization number. Microsoft will award one incident for each Server SA or CAL SA spend of at least \$20,000. Microsoft will award one incident for each Systems Pool or Applications Pool SA spend of at least \$200,000. The table below shows the approximate currency equivalents for SA-spend-based awards for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change.

Currency Name	Currency Code	Server / CAL - Incident Award Increments	IW / Client - Incident Award Increments
US Dollar	USD	\$20,000	\$200,000
Australian Dollar	AUD	30,000	300,000
Canadian Dollar	CAD	27,000	270,000
Swiss Franc	CHF	S Fr. 33,000	S Fr. 330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
EURO	EUR	21,500	215,000
UK Pound	GBP	£13,500	£135,000
Japanese Yen	JPY	JPY 2,400,000	JPY 24,000,000
Korean Won	KRW	KWD 24,000,000	KWD 240,000,000
Norwegian Krone	NOK	kr 165,000	kr 1,650,000
New Zealand Dollar	NZD	35,000	350,000
Swedish Krona	SEK	kr 200,000	kr 2,000,000
New Taiwan Dollar	TWD	NTD 700,000	NTD 7,000,000
India Rupee	INR	INR 1,000,000	INR 10,000,000
Russian Ruble	RUB	RUB 660,000	RUB 6,600,000

Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between enrollments or agreements.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Phone Support Incidents Awards for MPSA

The number of permitted phone support incidents varies based upon Customer's SA benefits points earned. If Customer has SA coverage on at least one qualifying Server software Product, Customer is entitled to a complimentary incident. The number of phone support incidents to which Customer is entitled is based on the total calculated points earned through Customer's Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points' section of this document for details of how SA Benefits points are calculated):

Pool	Points per phone support incident
Applications and Systems (combined)	2,000
Server	400
CAL	400

Incidents are entitled over the term of the SA coverage and are available for use from the start of Customer's SA coverage, regardless of whether or not Customer has chosen to spread payments. Purchases made after the initial order will trigger recalculation of the incidents awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between Purchasing Accounts.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/gp/saphone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Web-Based Incidents

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Incidents initiated via the Web then converted to phone resolution by Customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

Support Contacts

The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside Customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefits	OL	OV	S/S+: EA Level A	S/S+: EA Level B	S/S+: EA Level C	S/S+: EA Level D	MPSA
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	3	8	16	4

Service Level for Software Assurance Customers

Estimated response times by severity level and Customer's responsibilities are defined in the following table:

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
A. Submission via phone	Critical business impact:	1st call response in 2 hours or less based on support offering	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ²
	Customer's business has significant loss or degradation of services	Microsoft Resources at Customer site as required.	Rapid access and response from change control authority
	Management notification		
B. Submission via phone	Moderate business impact:	1st call response in 4 hours or less based on support offering	Allocation of appropriate resources to sustain Business Hours continuous effort
	Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	Effort during Business Hours only	Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact:	1st response in one business day or less based on support offering	Accurate contact information on case owner
	Customer's business is substantially functioning with minor or no impediments of services.	Effort during Business Hours only	Responsive within one business day.

1. Contact Microsoft representative for local business hours.
2. Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services

With the exception of MPSA, Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB") to Unified Support, Premier Problem Resolution Support (PRS) hours or Dedicated Support Engineer (DSE) hours (applicable for reactive support activities only).

These services are for use consistent with their Premier Service or Unified Support plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS incidents. SA PRS incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, incidents cannot be returned to Customer's SA allowance.

Additional Business Provisions

SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, Purchasing Accounts, or Open Value Agreements to qualify for additional awards. Spending within each enrollment, agreement, or Purchasing Accounts will be used to determine the award for that enrollment, agreement, or Purchasing Accounts.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone incident awards during the present or future award periods.

SCE Eligibility

Customers who have an SCE with a minimum annual average SA spend of \$250,000 on total of qualifying products in either the Application Platform or the CIS Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft's Support Lifecycle Policy in line with a Customer's Premier contract, are included in this benefit.

The qualifying Application Platform Products are:

- SQL Server (Standard, Standard Core, Enterprise Core, Business Intelligence and Parallel Data Warehouse and CALs)
- BizTalk Server (Standard, Enterprise, and Branch)
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:

- CIS Suite Datacenter (Windows Server Datacenter and System Center Datacenter)
- CIS Suite Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500
Swiss Franc	CHF	412,500
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
EURO	EUR	268,750
UK Pound	GBP	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If Customer becomes eligible for Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from Customer's balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

Parallel Data Warehouse Eligibility

Customers who acquire licenses for SQL Server Enterprise Edition, deploy Parallel Data Warehouse ("PDW") and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional \$125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for SQL Server Enterprise Edition, deploy PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to \$125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA spend	Permitted support contacts
\$250,000 - \$374,999	4
\$375,000 - \$499,999	5
\$500,000 - \$624,999	6
\$625,000 - \$749,999	7
\$750,000 - \$874,999	8

The number of permitted support contacts for MPSA is 4 regardless of SA spend. The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under Customer's Premier Services Agreement.

Note: Customers currently licensed for PDW maintain this benefit as detailed in the June 2016 Product Terms (<https://aka.ms/productterms>).

Step-Up License Availability

The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Enterprise Edition [Step-Up License Volume Licensing Brief](http://www.microsoft.com/licensing): <http://www.microsoft.com/licensing>

Step Up From	Step Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Sales On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Customer Service On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Operations Activity On-premises CAL
Microsoft Dynamics 365 Operations Activity On-premises CAL	Microsoft Dynamics 365 Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Server Standard Core	SQL Server Enterprise Core
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional
Visual Studio Professional Subscription	Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription	Visual Studio Enterprise Subscription
Windows Server Standard	Windows Server Datacenter

Servers – Disaster Recovery Rights

For each Instance of eligible server software Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, it may temporarily run a backup Instance in a Physical OSE or Virtual OSE on either, another one of its Servers dedicated to disaster recovery, or, for Instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup Instance is managed by Azure Site Recovery to Azure. The License Terms for the software and the following limitations apply to Customer's use of the backup Instance. Any dedicated Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the [Outsourcing Software Management](#) clause.

Permitted Use of Backup Instances

The backup Instance can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days;
- During a disaster, while the production Server being recovered is down; and
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery Server.

Using the Azure Hybrid Benefit for Disaster Recovery

Customer optionally may use Windows Server under the Azure Hybrid Benefit for backup Instances run and managed on Microsoft Azure Services using Azure Site Recovery. In this case, notwithstanding anything to the contrary in the Microsoft Azure License Terms governing Azure Hybrid Benefit, Customer will be permitted to concurrently deploy the same Windows Server Standard Licenses on

Microsoft Azure Services under Azure Hybrid Benefit for purposes of testing and during recovery (as described in “Permitted Use of Backup Instances” above) and on the Licensed Servers running the corresponding production workloads. Furthermore, Customer may resume running the same production workloads on the Licensed Servers as contemplated in this Disaster Recovery Rights provision, notwithstanding any limitations on License reassignment.

Requirements for Disaster Recovery Use

In order to use the software under disaster recovery rights, Customer must comply with the following terms:

- The OSE on the disaster recovery Server must not be running at any other times except as above.
- The OSE on the disaster recovery Server may not be in the same cluster as the production Server.
- Use of the software backup Instance should comply with the License Terms for the software.
- Once the disaster recovery process is complete and the production Server is recovered, the backup Instance must not be running at any other times except those times allowed here.
- Maintain SA coverage for all CALs, External Connector licenses and Server Management Licenses under which it accesses the backup instance and manage the OSEs in which that software runs.
- Customer’s right to run the backup Instances ends when Customer’s Software Assurance coverage ends.

Additional Permitted Use of Windows Server

Other than backup instances run on Microsoft Azure Services, Windows Server License is not required for the disaster recovery Server if the following conditions are met:

1. The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production Server at a primary site to a disaster recovery Server.
2. The disaster recovery Server may be used only to:
 - run hardware virtualization software,
 - such as Hyper-V, provide hardware virtualization services,
 - run software agents to manage the hardware virtualization software,
 - serve as a destination for replication, receive replicated Virtual OSEs, test failover, await failover of the Virtual OSEs, and
 - run disaster recovery workloads as described above.
3. The disaster recovery Server may not be used as a production Server.

License Mobility

License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its Licenses which are designated as having License Mobility and for which it has SA to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its Licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;
- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its OSEs that it uses on shared servers; and/or
- Manage its OSEs that it uses on its servers using software that it runs on shared servers.

Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its OSEs on shared servers under the terms of its volume licensing agreement;
- Deploy its Licenses only with Microsoft Azure Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility verification form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move Instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. License Mobility through SA rights also apply to Listed Providers' Servers that are dedicated to Customer's use, subject to these same terms and conditions. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server
Management Servers	System Center 2019 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2019 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

For SQL Server Instances run under License Mobility through SA rights, Customer may run passive fail-over Instances in one OSE on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of licenses required to run the corresponding production Instances on the same partner's shared servers.

Servers – Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements

Customer must have the required Microsoft Licenses and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access Licenses used to make the Unified Solution available to External Users.

All Microsoft software used to create and deliver the Unified Solution must be:

- licensed through a Volume Licensing program; and
- eligible for Self Hosting under these License Terms.

If Customer delivers the Unified Solution from shared servers, Customer may not use Windows Server (nor Remote Desktop Services External Connector License or any other Windows Server access license) as a Self-Hosted Application. Instead, Customer must use Windows Server software licensed through a License Mobility through Software Assurance Partner or Customer's Services Provider Licensing Agreement, or under another Microsoft Volume Licensing offering permitting use on shared servers. Other Products used in a Unified Solution delivered from shared servers must have License Mobility through Software Assurance. Any dedicated Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the [Outsourcing Software Management](#) clause.

Customer's software must:

1. add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies alone are not a primary service and/or application of a Unified Solution);
2. be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;
3. be delivered to end users over the Internet, a telephone network, or a private network from servers under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
4. be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

All use of the Self-Hosted Applications remains governed by the License Terms for those products. Customer may not transfer Licenses acquired under its volume licensing agreement except as permitted in that agreement.

Extended Security Updates

Customer may purchase Extended Security Updates ("ESU") coverage for [Licenses](#) with SA coverage and equivalent Subscription Licenses.

License Requirements

ESU Coverage is required for each core or server [License](#) assigned to the [Licensed Server](#), subject to the same license minimums. ESU coverage is not required (nor available) for CALs or External Connector Licenses; however, Customer must have active SA (or equivalent Subscription Licenses) for CALs and External Connector Licenses permitting access to Servers with active ESU coverage.

Coverage Eligibility

For any given [Server](#), Customer may acquire ESU coverage for years two and three of the offering only if Customer also acquired coverage for the preceding year. ESU coverage is not required to be co-terminus with SA coverage or SA equivalent Subscription Licenses; however, Customer must have a minimum of one month of qualifying SA coverage or Subscription License term remaining at the beginning of the actual coverage period for each year of ESU coverage purchased (i.e., during year one, year two or year three).

Use of Updated Software

Except as follows, server software that is updated through ESU coverage may be used only under licenses that have ESU coverage.

1. Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
2. Customer may apply updates provided under their ESU coverage to software Customer licenses and uses solely for development, test and related purposes under corresponding Developer edition licenses or Visual Studio subscriptions.
3. Customer may use updated software under licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack.

Covering Hosted Workloads

Customer may also purchase ESU coverage for workloads running on Authorized Services Providers' servers under License Included offerings. "Authorized Services Providers" means services providers listed at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>. "License Included" means Customer is licensing Windows Server or SQL Server through the Authorized Services Provider, and is not bringing its own licenses (e.g., BYOL). Customer must acquire ESU licenses for all of the Virtual Cores in a Virtual OSE subject to a minimum of 16 for Windows Server and four for SQL Server.

Azure Stack Workloads

Customer may have access to ESUs for its licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack. The requirements to purchase ESU coverage and to access updated server workloads only under CALs with SA coverage are waived solely with respect to SQL Server, Windows Server, and Windows 7 Instances Customer is running on Azure Stack.

24x7 Problem Resolution Support

During the term of ESU coverage, Customer will be eligible to apply available 24x7 Problem Resolution Support incidents to the use of the covered version on its qualifying Servers. Qualifying Servers are [Licensed Servers](#) with active SA and ESU coverage and [Licensed Servers](#) also licensed for and running Azure Stack.