

# Product Terms

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## Introduction

### About this Document

This copy of the Product Terms has been downloaded from <https://www.microsoft.com/licensing/terms> for the date and program indicated on the title page and based on the selected products or configurations.

The terms formerly contained in the "Online Services Terms" have been moved into the "Product Terms" and no longer exist as standalone terms. The unified Product Terms are incorporated by reference into agreements governing Customer's use of Microsoft Products and Professional Services.

Access to versions of the Product Terms and Online Services Terms published prior to February 2021 are available [here](#). Updates that Microsoft makes from time to time to Use Rights apply to Customer as set forth in Customer's agreement.

## Summary of Changes

Below is a summary of changes and updates made to the terms over the past 12 months. To see prior months, change the effective date in the top navigation to view a prior publish date.

Subscribe to the Microsoft Product Terms RSS feed to be notified of updates!  
<https://www.microsoft.com/licensing/terms/feed/rss>

### April 1, 2023

Universal Terms for Online Services: Added a clause for "Azure OpenAI Service and Online Service Intergrations" that describes the terms for online services that incorporate Azure OpenAI. Additional updates to the Azure OpenAI terms in the Microsoft Azure section. Updated the "Licensing the Online Services" clause to clarify that additional licenses are required for usage exceeding documented limits.

Microsoft Azure: Revised and simplified the Azure Hybrid Benefit use rights for Windows Server and SQL Server. Specifically,

- For Windows Server we 1) eliminated the requirement that customers allocate licenses in packs of eight, 2) eliminated the requirement that customers allocate 16 licenses before they begin using AHB, and 3) made textual changes for improved readability. There are no changes to any other requirements, including the requirement that the number of licenses needed equals the number of virtual cores in the VM, subject to a minimum of eight licenses per VM.
- For SQL Server, there are no changes to the benefit. All textual changes are for improved readability only.

Added service specific terms for Azure Kubernetes Service Edge Essentials.

Windows Desktop Operating System: Update the rebranded online service name from "Windows Update Compliance" to "Windows Update for Business reports".

Windows Server Standard, Datacenter and Essentials: Eliminated the requirement that customers start with 16 licenses before licensing by individual virtual OSE. Added a clause that states CSP customers may run Windows Server Datacenter images with Windows Server Standard licenses when licensing by virtual OSE and following Standard edition use rights, among other conditions. Updated Windows Server CAL requirements for limited CSP-H hosting scenarios.

Microsoft Intune: Added Microsoft Intune Endpoint Privilege Management (User SL) to availability tables. Updated License Prerequisite table to include M365 A3/A5 as qualifying licenses for Intune Suite, Intune P2, and Intune Endpoint Privilege Management. Also updated instances of Intune to *Intune P1* per new naming.

Project: Clarified installation rights for Project to reflect retirement of the QMTH program.

Software Assurance Benefits: Moved the "Purchasing Software Assurance" and "Renewing Software Assurance" terms into its own page called "Purchasing & Renewing Software Assurance".

## March 15, 2023

Microsoft 365: Added SharePoint Advanced Management to the Availability and License Prerequisites tables.

## March 1, 2023

Microsoft Intune: Updated Availability table to include Intune Suite and Intune Plan 2, as well as added a License Prerequisites table for both offers.

Microsoft 365: Removed all content for Education Insights as the offer has been depreciated. Updated Availability Table for two new offers; Forensic Evidence for Insider Risk Management, and Microsoft Defender Vulnerability Management Add-on, as well as the necessary prerequisites for the Vulnerability Management Add-on.

Microsoft Dynamics 365 Services: Updated all references of Microsoft Relationship Sales Solution Plus to Microsoft Relationship Sales to align with name change.

Privacy & Security Terms: Updated the Azure Core Services to include Azure Form Recognizer, Azure Immersive Reader, Azure Metrics Advisor, and Azure Red Hat OpenShift.

## February 1, 2023

Audio Services: Clarifying that the Operator Connect terms includes Operator Connect for Microsoft Teams

and Microsoft Teams Phone Mobile.

Exchange Online: Updated *Archiving* under the Core Features for Exchange Online Archiving to include Exchange Online Kiosk.

Microsoft Azure: Added Service Specific Terms for the launch of Azure Communications Gateway and Azure Private 5G Core.

Privacy & Security Terms: Added Windows 365 to the list of Core Online Services.

Software Assurance Benefits: Removed terms related to 24x7 Problem Resolution Support as the benefit is retired.

Windows Desktop Operating System: Added Universal Print Volume Add-on SKUs to the Availability Table as well as the prerequisite licenses needed to license the add-on.

## January 1, 2023

Microsoft Defender for Endpoint: Update to clarify that customers may use Defender products on all devices and clouds.

Privacy & Security Terms: Added language to the Privacy & Security Terms that describe EU Data Boundary Services.

Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms: Removed terms related to StorSimple due to service retirement.

Windows Desktop Operating System: Updated the Software Assurance Lapse term based on recent Servicing channel changes. Removed Desktop Analytics from the list of products with "Additional License Terms for Online Services" as it has been retired.

## December 12, 2022

Azure Services and Dynamics 365 Services: Added back Azure Communication Services (ACS) terms that were unintentionally removed in the December 1, 2022 publication. Minor modifications of the ACS language to align with the new Communication Services Notice.

## December 1, 2022

Universal License Terms for Online Services: Updated Acceptable Use Policy to clarify that mining cryptocurrency is prohibited without prior Microsoft approval.

Azure DevOps Server: Updated terms to support the launch of Azure DevOps Server 2022.

Notices: Added a standard notice for Communication Services. Updated various Product pages to reflect the update which will also be reflected in the Communication Services Terms document.

## November 17, 2022

Updated left navigation layout on website view to include links to supplementary documents such as the Data Protection Addendum and Consolidated Service Level Agreement, as well as additional licensing resources such as licensing briefs, guides, and other materials.

BizTalk Server: Updated License Model terms to require active Software Assurance to license by individual

Virtual OSE.

SQL Server: Updates to support the launch of SQL 2022, including new Software Assurance Benefits and License Model updates.

Microsoft Azure: Added new disaster recovery benefits/fail-over rights for Azure SQL services, including Azure SQL Managed Instance, and Azure SQL Server Virtual Machines.

## November 1, 2022

Universal License Terms for Online Services: Added a new section called "Microsoft Security Products Data Handling" to enable Microsoft Security products to share data with other Microsoft Security products listed in the relevant product documentation and details how that data will be governed. It also removes redundant sections in the Product specific terms that previously allowed data integration now covered by the Data Handling section.

Privacy & Security Terms: Updated Office 365 Services paragraph in the "Location of Customer Data at Rest for Core Online Services" section to add commitments for Microsoft Teams and the Advanced Data Residency offering.

Microsoft 365: Added Microsoft 365 Cross Tenant Migration and Advanced Data Residency offers to the Availability and License Prerequisites tables.

Microsoft Azure: Added language to Azure Reservations Purchase clause for Commitment Tiers and Disconnected Containers. Updated Azure Active Directory Basic Service Specific Terms to permit unlimited SSO.

Microsoft Defender for Business servers: Added a new entry for Microsoft Defender for Business servers available in MCA.

Microsoft Power Platform: Updated Availability table and Purchasing Minimums to reflect launch of Power Pages.

GitHub Offerings: Updated Extended Term Eligibility section of the Product Conditions table to reflect that GitHub Advanced Security, Enterprise, and Insights are Extended Term Eligible.

Promotions: Added promotion for Microsoft Defender for Endpoint for EA/EAS customers.

Software Assurance Benefits: Clarified Self Hosting benefit when used with Windows Server.

## October 12, 2022

Microsoft Azure: Added terms for Azure compute savings plan offer. Updated Azure Hybrid Benefit terms to include Azure Stack HCI for Enterprise Agreement customers.

## October 1, 2022

Updated licensing terms for dedicated hosted cloud services. Changes to support this update have been made throughout the Product Terms, but the most significant changes are to the Outsourcing Software Management clause in the Universal License Terms for all Software, as well as the License Model terms for on-premises software (e.g. Windows Server). For more detail, please see <https://www.microsoft.com/licensing/news/updated-licensing-rights-for-dedicated-cloud>.

Microsoft 365: Added SharePoint Advanced Management, Workload Identities, and Viva Sales to the Availability tables (EA and MCA), as well as updated License Prerequisites table to include these offers. Added

Microsoft 365 Professional Direct Support to the MCA Availability table.

Microsoft Azure: Updated API Terms to remove abbreviations and add clarity to which APIs apply. Additionally, updated Azure Communication Services interoperability and messaging requirements.

Microsoft Intune: Removed Intune for EDU (Device) from the MCA.

Windows Desktop Operating System: Updated the Purchase Eligibility for Windows 11 Home to Pro geographic areas to include Mexico, Central America, and South America.

## September 1, 2022

Audio Services: Removed Teams Rooms Standard and Premium and added Microsoft Teams Rooms Basic and Pro to the Availability Table.

Privacy & Security Terms: Updated the Office 365 Services geographic areas to include Qatar under the Location of Customer Data at Rest for Core Online Services section.

Storage Array, Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms: Updated Azure Databox & Azure Stack Edge terms to focus on use rights and create clarity. Additional information regarding these offerings is linked within the terms.

## August 1, 2022

Microsoft 365: Updated device screen size limitations from 10.1" to 10.9" for Microsoft 365 F1 and F3.

Microsoft Defender Experts for Hunting: Added terms for this new offer.

Microsoft Learning: Removed references to Imagine Academy. The offer is now provided at no cost via education license Agreements and the terms are provided during the signup process.

Microsoft Teams: Updated Health Sector Customers clause with language regarding medical records.

Software Assurance Benefits: Updated references of Home Use Program to Workplace Discount Program to align with branding. No changes to terms.

Subscription License Suites: Added Microsoft Defender for Endpoint Plan 1 to the Microsoft 365 Enterprise and Education tables.

## July 1, 2022

Audio Services: Removed references to Business Voice as the offer is retired.

GitHub Offerings: Removed GitHub Learning Lab for Organizations. This is no longer offered. Added a link to the use rights terms that govern access to GitHub Enterprise software or the online service for preview, demonstration, pre-release versions, training or evaluation purposes.

Microsoft 365: Updated entitlements of AI Builder credits for SharePoint Syntex from 1 million credits with 300+ SharePoint Syntex licenses to 3.5K credits per license.

Microsoft Azure: Added service specific terms for Azure Orbital. Updated Cognitive Services and Applied AI Services service specific terms, specifically "Limited Access Services" terms to accommodate a transition to a new process for managing access to and use of specific "Limited Access" AI Services

Microsoft Dynamics 365 Services: Updated Purchasing Minimums table for Academic for clarity, and to accommodate a name change. Added Business Central offers to the Dual Use Rights table (MCA only) as it



was missing previously.

Microsoft Cloud for Nonprofit Add-On: Updated Qualifying Licenses to include academic plans.

Office 365 Suites: Updated Add-on table to remove retired offers.

Program Agreement Supplemental Terms: Added a modification to the Cancellation Policy for Microsoft Customer Agreement to be more accurate when calculating the period to cancel a subscription.

SharePoint Server: Updated SharePoint Server use rights to include subscription licenses as a prerequisite for running/accessing SharePoint Server Subscription Edition Software.

Subscription License Suites: Updated Microsoft 365 Business table to include Microsoft Defender for Business.

Windows Autopatch: Added terms for Windows Autopatch.

## June 1, 2022

Microsoft 365: Added Microsoft 365 F5 eDiscovery and Audit, Microsoft 365 F5 Information Protection and Governance, and Microsoft 365 F5 Insider Risk Management suites to the Availability tables (EA and MCA), as well as updated License Prerequisites table to include these offers.

Microsoft Azure: Removed Azure Customer Solution service specific clauses from Azure Kubernetes Service and Azure Stack HCI as the recent Azure Customer Solution clause encompasses these terms. Removed End User Relationship clause from Azure Communication Services as language is covered in contract stack and the recent Azure Customer Solution clause applies. Updated Microsoft Azure Services Plan definition to drive clarity on which Azure products apply.

Microsoft Power Platform: Added terms for Power Apps embedded Wrap feature to enable distributable code and update requirements.

Microsoft Sustainability Manager: Added terms for the Microsoft Sustainability Manager offer.

Minecraft: Education Edition: Removed Bing Maps notice clause. This is being done to put Minecraft under the DPA instead of the Privacy Statement referenced in the Bing Maps Notices.

Privacy & Security Terms: Updated Power Platform Core Services data at rest section to align with Microsoft Trust Center updates.

SQL Server: Clarified that eligible SQL Server customers may also run a passive instance of Power BI Report Server in eligible Fail-Over OSEs.

## May 1, 2022

Microsoft 365: Added Microsoft 365 Business Premium as an eligible prerequisite for Remote Help in the License Prerequisites table. Added Microsoft Defender for Business to the availability table and a statement that Customers may not provision more than 300 User subscription licenses.

Microsoft Azure: Added terms for Azure Dev Ops to the Service Specific Terms. Updated Azure Maps terms covering use of imagery data and copyrights. Removed IoT Suites from Availability Tables as the offer has been retired.

Microsoft Dynamics 365 Services: Update LinkedIn Sales Navigator clause with updated LinkedIn DPA URL.

Privacy & Security Terms: Added "Azure Firewall" to the Microsoft Azure Core Services section of the Core

Online Services table.

Program Agreement Supplemental Terms: Added supplemental terms for the Microsoft Customer Agreement covering renewal, cancellation policy, and coterminosity.

SQL Server: Added Distributed Availability Groups to SQL Standard with limited use rights.

## April 11, 2022

Universal Terms for Online Services: Updated the Cancellation Policy clause from 72 hours to 7 days.

## April 1, 2022

Microsoft Cloud for Healthcare Add-On: Updating Cloud for Healthcare SKU in Availability table to reflect it is not Per User and only sold per Tenant now.

Microsoft 365: Added Remote Help offer to the Availability and Prerequisites tables.

Microsoft Dynamics 365 Services: Added Dynamics 365 Customer Voice & Digital Messaging to the Availability table. Added a clause for Dynamics 365 Third-Party Funds Transfers that specifies that such third-party service provider is solely responsible for funds. Updated the Embedded editions of D365 Services clause for program availability (to show for MCA only). Removed Team Members License Features clause as it is not relevant for new customers.

Microsoft Teams: Clarified Microsoft Teams External User Entitlements (External Users may access Teams Webinars).

Notices: Added a clause for Nvidia Components notice.

Privacy & Security Terms: Added "Azure Health Data Services" to the Microsoft Azure Core Services section of the Core Online Services table.

Student Use Benefits and Academic Programs: Added Microsoft Bookings to the Student Use Benefit for Office 365 A3 and A5.

System Center: Updated System Center Server, Operations Manager, Orchestrator, and Service Manager entries to support launch of the 2022 versions. No changes to license terms.

Windows Desktop Operating System: Windows 11 Pro (Per Device) has been added to the Availability table for MCA as it is now available via CSP.

## March 1, 2022

Glossary: Minor update to the definition of Microsoft Azure Services for clarity.

Microsoft 365: Privacy Management has been rebranded as Priva.

Microsoft Azure: Relocating Azure Spot "Purchasing" clause and adding Azure Communication Services clause to "Pricing" section. Update for content organization only, no change to intent.

Microsoft Cloud for Healthcare Add-on: Updated prerequisites table to include additional Office 365 and Microsoft 365 suites, or any component of these suites that contain Microsoft Teams.

Microsoft Cloud for Nonprofit Add-On: Added a *Compliance Terms* clause, including a link to more details on Microsoft's commitments to compliance, data protection, and privacy.

Microsoft Cloud for Retail Add-On: Added a *Compliance Terms* clause, including a link to more details on Microsoft's commitments to compliance, data protection, and privacy.

Promotions: Updated Azure Virtual Desktop Per User Access Pricing Promotion to March 31, 2022, expiration date.

SQL Server: Removed SQL Server Big Data Nodes offer for service end-of-life.

Universal License Terms for Online Services: Added terms for the cancellation policy of certain online services purchased via the Microsoft Customer Agreement.

# 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 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 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 Product Terms and Updates for Online Services

When Customer renews or purchases a new subscription to an Online Service, the then-current 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 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. Usage exceeding the Online Service's documented entitlement(s) and/or usage limits require additional purchase of licenses to cover overage. 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.

### *Online Services Step-up Availability and License Assignment*

Some licensing programs allow customers to step-up an existing online service to a higher edition any time during the agreement and enrollment (if any) term. Such higher edition licenses may be acquired using Step-up SKUs with the following requirements:

- A higher edition license acquired using a Step-up SKU can only be assigned to a licensed user of a qualifying base license of the same online service or a suite license that includes the same qualifying base online service,
- Once the higher edition license is acquired, customers may not separate it from the qualifying base online service license,
- Step up SKUs must be purchased under the same licensing agreement and enrollment (if any), under which the qualifying base online service User SL was acquired.

## 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;
- to mine cryptocurrency without Microsoft's prior written approval;
- 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 \(http://aka.ms/DPA\)](http://aka.ms/DPA) apply to Online Services except for Online Services listed in the [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 [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 Product Documentation) 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>.

## Azure OpenAI Service and Online Service Integrations

Online Services may incorporate the Azure OpenAI Service. Unless otherwise indicated, the following service-specific terms for the Azure OpenAI Service apply to relevant features in those Online Services: Use Limitations (Product documentation, Reverse engineering, Extracting data); Data Use and Access (Data); and Third-party Claims.

## 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-whatis>, 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:

- Microsoft waives any and all entitlement to compensation from Customer for the Online Service.
- 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.

#### *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.

#### *Microsoft Security Products Data Handling*

Products purchased by Customer may share data, including Customer Data, among the Products as described in product documentation. Data copied to a Product is governed by the Product Terms applicable to that Product.

## 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 contacting their reseller. 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

### *Outsourcing on Dedicated Devices*

Customers may use licensed copies of the software on devices that are under the day-to-day management and control of [Authorized Outsourcers](#), provided all such devices are and remain fully dedicated to

Customer's use.

#### *Flexible Virtualization Benefit*

Customers with subscription licenses or Licenses with active Software Assurance (including CALs) may use licensed copies of the software on devices, including shared Servers, that are under the day-to-day management and control of Authorized Outsourcers.

#### *Outsourcing on Cloud Solution Provider-Hosters*

Customers with subscription licenses or Licenses with active Software Assurance (including CALs) may access their licensed copies of software that is provided by a Cloud Solution Provider-Hoster and installed on that partner's devices.

Except as expressly permitted here or elsewhere in these Product Terms, Customer is not permitted to use or access software on devices that are under the management or control of a third party. 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.

### 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 terms accompanying the internet-based features, Product documentation, and Microsoft Privacy Statement ([aka.ms/privacy](http://aka.ms/privacy)). Unless stated otherwise, Microsoft is a controller of Personal Data processed in connection with Customer's use of Internet-based features in software Products. When Microsoft is a controller for Internet-based features, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement ([aka.ms/privacy](http://aka.ms/privacy)), and the Data Protection Addendum terms do not apply.

### *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, and the VC-1 Video Standard*

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

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE H.264/AVC, AND VC-1, 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](http://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.

### *H.265/HEVC Video Standard*

The software may include H.265/HEVC coding technology. Access Advance LLC requires this notice:

IF INCLUDED, THE H.265/HEVC TECHNOLOGY IN THIS SOFTWARE IS COVERED BY ONE OR MORE CLAIMS OF THE HEVC PATENTS LISTED AT: [PATENTLIST.ACCESSADVANCE.COM](http://PATENTLIST.ACCESSADVANCE.COM). DEPENDING ON HOW YOU OBTAINED THE SOFTWARE, THIS PRODUCT MAY BE LICENSED UNDER THE HEVC ADVANCE PATENT PORTFOLIO.

If this software is installed on a Microsoft device, additional licensing information can be found at:

<https://www.aka.ms/HEVCVirtualPatentMarking>.

### *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 the commitments in the Data Protection Addendum, including for any processing for business operations incident to providing the software Product. When Microsoft is a controller, Microsoft

will handle Personal Data in accordance with the Product documentation and Microsoft Privacy Statement ([aka.ms/privacy](https://aka.ms/privacy)), and the Data Protection Addendum terms do not apply. Please see the Product documentation for details on any processing of Personal Data in connection with software Products and Customer's configuration options.

# Privacy & Security Terms

## General

The Privacy & Security Terms were formerly contained in Attachment 1 to the Online Services 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, Professional Services Data, and Personal Data by the Products. The Data Protection Addendum can be downloaded here <https://aka.ms/DPA>. 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.

### *Online Services excluded from the DPA*

Except as provided in the Product-Specific Terms, 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 Product-Specific Terms.

### *Software Products excluded from the DPA*

Except as provided in the Product-Specific Terms, the terms of the DPA do not apply to: Internet based features in Software Products, Windows Desktop Operating System, Windows Server, and these Software Products as part of other Products. Each of these Products are governed by the privacy and security terms in the applicable Product-Specific Terms.

### *Non-Microsoft Products*

Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined in the Universal License Terms for Online Services).

## 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.

<b>Online Services</b>
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<b>Microsoft Dynamics 365 Core Services</b>	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.
<b>Office 365 Services</b>	The following services, each as a standalone service or as included in an Office 365-branded plan or suite: Cortana, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, 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, Viva Insights, 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."
<b>Microsoft 365 Compliance Services</b>	The following services, each as a standalone service or as included in a Microsoft 365-branded plan or suite: Compliance Manager, Microsoft Information Protection, Microsoft Information Governance, Insider Risk Management, Communication Compliance, eDiscovery and Audit.
<b>Microsoft Azure Core Services</b>	Anomaly Detector, 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 App Configuration, Azure Bot Services, Azure Cache for Redis, Azure Cognitive Search, Azure Container Registry (ACR), Azure Container Service, Azure Cosmos DB (formerly DocumentDB), Azure Data Explorer, Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps Services, Azure DevTest Labs, Azure DNS, Azure Event Grid, Azure Firewall, Azure Form Recognizer, Azure Health Data Services, Azure Immersive Reader, Azure Information Protection (including Azure Rights Management), Azure Kubernetes Service, Azure Metrics Advisor, Azure NetApp Files, Azure Red Hat OpenShift, Microsoft Purview, Azure Resource Manager, Azure Spring Cloud, Azure Time Series Insights, Azure Video Analyzer for Media, Backup, Batch, BizTalk Services, Cloud Services, Computer Vision, Content Moderator, Custom Vision, Data Catalog, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, Functions, HDInsight, Import/Export, IoT Hub, Key Vault, Language Understanding, Load Balancer, Log Analytics (formerly Operational Insights), Azure Machine Learning Studio, Media Services, Microsoft Azure Portal, Notification Hubs, Personalizer, Power BI Embedded, QnA Maker, Scheduler, Security Center, Service Bus, Service Fabric, SignalR Service, Site Recovery, Speech Services, SQL Data Warehouse, SQL Database, SQL Managed Instance, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Synapse Analytics, Text Analytics, Traffic Manager, Translator, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway
<b>Microsoft Defender for Cloud Apps</b>	The cloud service portion of Microsoft Defender for Cloud Apps (formerly Microsoft Cloud App Security).



<b>Microsoft Intune Online Services</b>	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.
<b>Microsoft Power Platform Core Services</b>	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.
<b>Microsoft Defender for Endpoint Services</b>	The cloud services portion of Microsoft Defender for Endpoint.
<b>Microsoft 365 Defender</b>	The cloud service portion of Microsoft 365 Defender.
<b>Windows 365</b>	The cloud service portion of Windows 365, excluding the Windows operating system running on Windows 365 Cloud PCs.

### *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](#).

<b>Online Service</b>	<b>SSAE 18 SOC 1 Type II</b>	<b>SSAE 18 SOC 2 Type II</b>
Office 365 Services	Yes	Yes
Microsoft 365 Compliance Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes
Microsoft Azure Core Services	Varies*	Varies*
Microsoft Defender for Cloud Apps	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
Windows 365	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, Brazil, Canada, the European Union, France, Germany, India, Japan, Norway, Qatar, South Africa, South Korea, Sweden, 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, (3) files uploaded to OneDrive for Business, and (4) Microsoft Teams chat messages (including private messages, channel messages, meeting messages and images used in chats), and for customers using Microsoft Stream (on SharePoint), meeting recordings. If Customer purchases an Advanced Data Residency subscription, then Microsoft will store certain Customer Data at rest in the applicable Geo in accordance with this section and the "Advanced Data Residency Commitments" section of the product documentation at <https://aka.ms/adroverview>.

- **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.** When Customer provisions a Power Platform 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 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 Defender for Cloud Apps.** 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 Defender for Cloud Apps 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.
- **Windows 365.** When a Windows 365 tenant is deployed within an available Geo, then, for that tenant, Microsoft will store Customer Data at rest within that specified Geo. If Customer provisions Windows 365 Cloud PCs within the same tenant to different available Geos, then, for each Cloud PC, Microsoft will store Cloud PC Customer Data at rest within that specified Geo.

## EU Data Boundary Services

The term "EU Data Boundary" means the Microsoft computers, computing environment, and physical data centers located solely in the European Union (EU) and the European Free Trade Association (EFTA). The term "EU Data Boundary Services" applies only to the Online Services in the table below, excluding any Previews.

EU Data Boundary Services
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<b>Azure</b>	Azure services that enable deployment in a region within the EU Data Boundary and the following non-regional services: Azure Advisor, Azure Bot Service, Azure Communication Services, Azure Data Box, Azure DNS, Azure Kubernetes Service on Azure Stack HCI, Azure Lighthouse, Azure Migrate, Azure Monitor, Azure Resource Mover, Azure Service Health, Azure Sphere, Azure Stack Edge, Azure Stack HCI, Azure Stack Hub, Azure Virtual Desktop, Azure VM Image Builder, Power BI Embedded, Traffic Manager, Translator
<b>Dynamics 365</b>	Dynamics 365 Business Central, Dynamics 365 Commerce, Dynamics 365 Customer Insights, Dynamics 365 Customer Service, Dynamics 365 Customer Voice, Dynamics 365 Field Service, Dynamics 365 Finance, Dynamics 365 Guides, Dynamics 365 Intelligent Order Management, Dynamics 365 Marketing, Dynamics 365 Project Operations, Dynamics 365 Remote Assist, Dynamics 365 Sales, Dynamics 365 Supply Chain Management
<b>Microsoft 365</b>	Cortana, Customer Lockbox, Exchange Online, Exchange Online Archiving for Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream (on SharePoint), Microsoft Teams, Microsoft To-Do, Office for the web, Online Services provided as part of Microsoft 365 Apps, OneDrive for Business, SharePoint Online, Sway, Whiteboard, Yammer Enterprise, Communications Compliance, eDiscovery and Audit, Insider Risk Management, Information Barriers, Microsoft Purview Data Loss Prevention, Microsoft Intune, Priva Privacy Risk Management, Priva Subject Rights Management, Microsoft Viva Answers, Microsoft Viva Connections, Microsoft Viva Engage, Microsoft Viva Goals, Microsoft Viva Insights, Microsoft Viva Learning, Microsoft Viva Sales, and Microsoft Viva Topics
<b>Power Platform</b>	Microsoft Power Apps, Microsoft Power Automate, Microsoft Power BI, Microsoft Power Pages, Microsoft Power Virtual Agents

### *Location of Customer Data for EU Data Boundary Services*

For EU Data Boundary Services, Microsoft will store and process Customer Data (including any Personal Data contained therein) within the EU Data Boundary as detailed below.

Customer must configure EU Data Boundary Services as follows:

- For **Azure**, Customer must deploy the service into an Azure region located within the EU Data Boundary. See Data Residency in Azure (<https://azure.microsoft.com/explore/global-infrastructure/data-residency>) for more information. For services that do not enable deployment into a specified Azure region, Customer must follow the instructions at Configuring Azure non-regional services for the EU Data Boundary (<https://learn.microsoft.com/privacy/eudb/eu-data-boundary-configure-azure-nonregional-services>).
- For **Dynamics 365 and Power Platform**, if Customer provisions a tenant with a billing address in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary if Customer also creates all of its environments within a Geo inside the EU Data Boundary.
- For **Microsoft 365**, if Customer provisions a tenant with a billing address in the EU or EFTA, that

tenant will be in-scope for the EU Data Boundary, except for those tenants where Customer has also purchased the Microsoft 365 [Multi-Geo Capabilities](#) add-on that enables customers to expand Microsoft 365 tenant presence to multiple geographic regions or countries (<https://learn.microsoft.com/microsoft-365/enterprise/microsoft-365-multi-geo?view=o365-worldwide>).

Use of EU Data Boundary Services may result in limited transfers of [Customer Data](#) outside the EU Data Boundary, as set forth below and further detailed in transparency documentation for the EU Data Boundary located at <https://learn.microsoft.com/en-us/privacy/eudb/eu-data-boundary-learn> or successor location. Any such transfers will be conducted in accordance with the [Data Protection Addendum](#) and the Product Terms.

- **Remote Access.** Microsoft personnel located outside the EU Data Boundary may remotely access data processing systems in the EU Data Boundary as necessary to operate, troubleshoot, and secure the EU Data Boundary Services.
- **Customer-Initiated Transfers.** Customers may initiate transfers outside the EU Data Boundary, such as by accessing EU Data Boundary Services from locations outside the EU Data Boundary, sending an email to a recipient located outside the EU Data Boundary, or use of EU Data Boundary Services in combination with other services not in the EU Data Boundary.
- **Protecting Customers.** Microsoft transfers limited data outside of the EU Data Boundary as necessary to detect and protect Customers against security threats.
- **Directory Data.** Microsoft may replicate limited directory data from Azure Active Directory (including username and email address) outside the EU Data Boundary to provide the service.
- **Network Transit.** To reduce routing latency and to maintain routing resiliency, Microsoft uses variable network paths that may occasionally result in transit of data outside the EU Data Boundary.
- **Service-Specific Transfers.** See transparency documentation referenced above for information about transfers applicable to specific EU Data Boundary Services.

## 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	
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Reduction Eligible</a>	Core and Enterprise CAL Suite Bridge (all types). See CAL Suite Bridge section below.
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	None
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	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.
- 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.
- 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.

### *Server Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses 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).

### *Access Licenses*

- Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
- CALs are not required for access by another Licensed Server.
- CALs are not required to access server software running a Web Workload or HPC Workload.
- 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.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

#### *Access Licenses*

- Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
- 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)*

- Customer may use the software on Azure or a Server to Manage OSEs 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 to Manage any number of OSEs on the Licensed Server.
- 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.
- OSEs running Server operating systems require Server Management Licenses.

#### *Server Management Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

#### *Client Management Licenses (per OSE or user)*

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or



OSEs on devices used by a Licensed User for each Client Management License it acquires.

- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:*

- OSEs in which there are no Running Instances of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of OSEs from Physical to Virtual; or
- 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	None
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	<a href="#">Product List - March 2014</a> (Forefront United Access Gateway 2010)
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## 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:

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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)

# Infrastructure and Other Servers

## Advanced Threat Analytics

### Availability

Product	Date Available	Program Attribute
Advanced Threat Analytics 2016 Client Management License per OSE	8/15	Additional Product
Advanced Threat Analytics 2016 Client Management License per User	8/15	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	
<a href="#">Prior Version</a>	None
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	None

## Country Restrictions

Customer may not download Advanced Threat Analytics 2016 for use or distribution in the People's Republic of China.

## 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	ML
<a href="#">Included Technologies</a>	Windows Software Components
<a href="#">Notices</a>	Internet-based Features - refer to <a href="#">Notices</a>

## Usage Requiring a Management License

[Licenses](#) are only required for client [OSEs](#) (or server [OSEs](#) used as client [OSEs](#)) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

## 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.

## License Model

### 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 \(per core\)](#)*

- Customer may use the software on Azure or a Server to Manage OSEs 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 to Manage any number of OSEs on the Licensed Server.
- 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.
- OSEs running Server operating systems require Server Management Licenses.

#### *Server Management Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

#### *Client Management Licenses (per OSE or user)*

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:*

- OSEs in which there are no Running Instances of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of OSEs from Physical to Virtual; or
- 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.

## Access Licenses

Client Management License
Advanced Threat Analytics 2016 (User or OSE ML)
Microsoft 365 F3 (User SL)
Microsoft Defender for Identity (User SL)
Management License Equivalent License (refer to <a href="#">CAL and ML Equivalency Licenses</a> )

## 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	Yes
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	None
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	Yes
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a> .

## Azure FXT Edge Filer

### Availability

Product	Date Available	Program Attribute
Azure FXT Edge Filer Add-on Subscription License (SL)	6/19	Additional Product
Azure FXT Edge Filer Subscription License (SL)	6/19	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	
<a href="#">Prior Version</a>	None
<a href="#">Product Pool</a>	Server
<a href="#">Prerequisite</a>	Add-on SL (Azure Edge Filer SL)

Product Conditions - Program Specific	
<a href="#">Reduction Eligible:</a>	Yes
<a href="#">Reduction Eligible (SCE):</a>	Yes
<a href="#">Qualified User Exemption</a>	None

## Azure FXT Edge Filer Add-on SL

For each Azure FXT Edge Filer SL it acquires, Customer may acquire one Add-on SL.

## 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">Included Technologies</a>	Windows Software Components
<a href="#">Notices</a>	None

## No Buy-out Option

Notwithstanding anything to the contrary in Customer's Enrollment, there is no buy-out option for the Product.

## Storing Processed Data on Amazon S3

Customer must acquire the Add-on SL in addition to the base Azure FXT Edge Filer SL in order to access Amazon S3 for the purpose of storing and retrieving data.

## Data Collection

The [Data Protection Addendum](#) applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement ([aka.ms/privacy](https://aka.ms/privacy)) and not the DPA, unless other terms accompany such Internet-based Features

## License Model

### Specialty Servers

#### *Server Licenses (per Instance)*

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each Server License it acquires.

Subscription licenses or licenses with active Software Assurance only: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

## 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	
<a href="#">SA Benefits</a>	None
<a href="#">Disaster Recovery</a>	None
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	None
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	None

## BizTalk Server

### Availability

Product	Date Available	Program Attribute
BizTalk Server 2020 Branch Edition	1/20	Additional Product, Server and Tools Product

BizTalk Server 2020 Enterprise Edition	1/20	Additional Product, Server and Tools Product
BizTalk Server 2020 Standard Edition	1/20	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.

BizTalk Server	
<a href="#">Prior Version</a>	BizTalk Server 2016 (12/16)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All (except Branch IDC)

## 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	None
<a href="#">Included Technologies</a>	Windows Software Components
<a href="#">Notices</a>	Internet-based Features - refer to <a href="#">Notices</a>

## BizTalk Server Branch and Standard Edition

### Use Limitation

Customer may not use the server software on a [Server](#) that is part of a networked cluster or in an [OSE](#) that is part of a networked cluster of [OSEs](#) on the same [Server](#).



### Office Web Component

Customer may use the Office Web Component only to view and print copies of static documents, text and images created with the software. Customer does not need separate licenses for copies of the component.

## BizTalk Server Branch Edition

Customer may Run Instances of the software on Licensed Servers only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint; provided, the Licensed Server may not:

- act as the central node in a "hub and spoke" networking model,
- centralize enterprise-wide communications with other Servers or devices; or
- automate business processes across divisions, business units, or branch offices.

## Licensing Use of Host Integration Server (HIS)

Customer may use HIS server software and Additional Software under the terms and conditions of the Per Core License Model using BizTalk Server core licenses. Customer may use HIS Additional Software (e.g., HIS Client) only in conjunction with its licensed use of HIS server software. The rights applicable to this use are determined by which edition and version of BizTalk Server licenses Customer assigns to the Server (e.g., unlimited virtualization rights require BizTalk Server Enterprise licenses with SA). Use of HIS server software is limited to branch office deployments if used under the BizTalk Server Branch Edition licenses.

### Additional Software:

BizTalk - all editions			
Administration and Monitoring Tools	Software Development Kit(s)	BAM Event APIs and Interceptors and Administration Tools	MSXML
Business Activity Monitoring ("BAM") Client	Windows Communication Foundation Adapters	Windows SharePoint Services Adapter Web Services	ADOMD.NET
Business Activity Services	Master Secret Server/Enterprise Single Sign-On	BAM Alert Provider for SQL Notification Services	SQLXML
HTTP Receive Adapter	SOAP Receive Adapter	BizTalk Server Related Schemas and Templates	UDDI
Development Tools	MQSeries Agent	Business Rules Component	MQHelper.dll

## License Model

### Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

#### Server Licenses (per core) - Licensing by Physical Core on a Server

- 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 four Licenses per Physical Processor.
- For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
- For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use the server software in one additional OSE on the Licensed Server.
- For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

### *Server Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
- If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.
- Customer may reassign any of its Licenses 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).

## Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	All Editions
<a href="#">License Mobility</a>	All Editions
<a href="#">Migration Rights</a>	<a href="#">Product List - December 2014</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All Editions (except Branch)
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## BizTalk Server 2020 Enterprise – 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 Server (per core) Licenses.

## BizTalk Server Feature Packs

Customer is eligible to use Feature Packs released during the term of its SA coverage.

## Core Infrastructure Server

### Availability

Product	Program Attribute
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)	Additional Product, Server and Tools Product
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	Additional Product, Server and Tools Product
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)	Additional Product, Server and Tools Product
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	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	
<a href="#">Prior Version</a>	None
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible (SCE)</a>	All

## Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard made available during Customer's SA coverage.

## Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter made available during Customer's 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	None
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	None

## Applicable Use Rights

Customer's use of CIS Suite software is governed by the applicable License Terms for the individual Products comprising the CIS Suite software as modified by these License Terms. For each Server on which Customer runs CIS Suite software, 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. Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified in the prior sentence and run the server software in two additional OSEs and Manage two additional OSEs on the Licensed Server.

Alternatively, for customers with subscription licenses or Licenses with active Software Assurance (including CALs), customer may use and manage the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below:

- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

## Server License and Management License Assignment

For purposes of applying License Terms for Windows Server and System Center to Customer's use of CIS Suite, Customer is deemed to have assigned to the Licensed Server Windows Server and System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

## Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the license terms for that Product in the Product Terms.

All other requirements to acquire and assign [External Connector Licenses](#), [CALs](#) and [Management Licenses](#) to users or devices for access and management, as set forth in the Product Terms, remain in full force and effect.

## Software Assurance

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

Software Assurance	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	All Editions
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	<a href="#">Product List - March 2014</a> , <a href="#">Product Terms - October and December 2016</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All Editions
<a href="#">SA Equivalent Rights</a>	Yes
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

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

## Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager) Current Branch Rights

Customers with active SA on CIS Suite Standard or Datacenter [Licenses](#) may install and use the Current Branch option of Microsoft Endpoint Configuration Manager.

## Software Assurance Rights and Benefits for Subscription Licenses

Any Subscription License Customer acquires under SCE is granted the same SA rights and benefits during the term of the subscription as [Licenses](#) with SA coverage.

## Server and Cloud Enrollment (SCE) - Right to manage OSEs on Microsoft

## Azure under CIS Suite Licenses

SCE Customers who have met the enrollment coverage requirements and are licensed for and using CIS Suite to manage OSEs in their own data centers, may also use System Center software licensed under CIS Suite to manage their qualifying Virtual OSEs running within Microsoft Azure. For every 16 CIS Suite core Licenses or each CIS Suite processor License covered by a customer's SCE, the customer may manage up to 10 qualifying Virtual OSEs running within Microsoft Azure. Qualifying Virtual OSEs include:

- Windows Server Virtual Machine Instances (including Instances deployed under Azure HUB)
- Cloud Services instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites instances

## Software Assurance Renewal Offer for Windows Server and System Center

Customers who have Licenses with active SA for both of the Products in Column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding CIS Suite in Column B without acquiring the underlying CIS Suite License.

Column A	Column B
Windows Server Standard (2-packs of Core Licenses) and System Center Standard (2-packs of Core Licenses)	Core Infrastructure Server Suite Standard (2-packs of Core Licenses)
Windows Server Datacenter (2-packs of Core Licenses) and System Center Datacenter (2-packs of Core Licenses)	Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)

Customers who license and use CIS Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying Licenses shown in Column A. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

## Microsoft Identity Manager

### Availability

Product	Date Available	Program Attribute
Microsoft Identity Manager 2016 CAL (User)	8/15	Additional Product
Microsoft Identity Manager 2016 External Connector	8/15	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
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<a href="#">Prior Version</a>	Forefront Identity Manager 2010 R2 (5/12)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	None
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	None

## Additional Software

<a href="#">Additional Software</a> - Microsoft Identity Manager
Client Software

## 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.

- 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.
- 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.

#### *Server Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses 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).

#### *Access Licenses*

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

## 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	Yes
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	None
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## System Center

## System Center Server



## Availability

Product	Date Available	Program Attribute
System Center 2022 Datacenter Server Management License (16-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Datacenter Server Management License (2-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Standard Server Management License (16-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Standard Server Management License (2-packs of Core Licenses)	4/22	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	
<a href="#">Prior Version</a>	System Center 2019 (3/19)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	None
<a href="#">UTD Discount</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	None
<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components

## System Center Endpoint Protection Use with Azure Security Center or Microsoft Defender for Endpoint

Customer may use System Center Endpoint Protection to manage Virtual OSEs it is protecting using the Standard tier of Azure Security Center or Microsoft Defender for Endpoint. The System Center License Terms, as amended here, govern that use. Managed Virtual OSEs can be running on shared or dedicated Servers. Customer is not required to acquire and assign System Center Licenses for this limited use.

## 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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. 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.

## Windows Server Containers

Customer may Manage any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

## License Model

### 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)*

- Customer may use the software on Azure or a Server to Manage OSEs 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 to Manage any number of OSEs on the Licensed Server.
- 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.
- OSEs running Server operating systems require Server Management Licenses.

### Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

### Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:

- OSEs in which there are no Running Instances of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of OSEs from Physical to Virtual; or
- 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.

## Access Licenses

### Management License - System Center 2022 Standard

Server <b>Management</b> License
System Center 2022 Standard <u>Management</u> License

### Management License - System Center 2022 Datacenter

Server <b>Management</b> License
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## 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	All editions
<a href="#">License Mobility</a>	All editions (License Mobility through SA only)
<a href="#">Migration Rights</a>	<a href="#">Product List - October 2013</a> , <a href="#">Product Terms - October 2016</a> , and <a href="#">December 2016</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## System Center Data Protection Manager

### Availability

Product	Date Available	Program Attribute
System Center 2019 Data Protection Manager per OSE (Client ML)	3/19	Additional Product
System Center 2019 Data Protection Manager per User (Client ML)	3/19	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	
<a href="#">Prior Version</a>	System Center 2016 Data Protection Manager (1/17)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	ML
<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components
<a href="#">Notices</a>	Internet-based Features, Bing Maps - refer to <a href="#">Notices</a>

## 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](#) for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. [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.

## License Model

### 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)*

- Customer may use the software on Azure or a [Server](#) to [Manage OSEs](#) 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 to Manage any number of [OSEs](#) on the [Licensed Server](#).
- 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](#).
- [OSEs](#) running Server operating systems require [Server Management Licenses](#).

#### *Server Management Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a [Server](#) to Manage a [Virtual OSE](#) on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below

- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

#### *Client Management Licenses (per OSE or user)*

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:*

- OSEs in which there are no Running Instances of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of OSEs from Physical to Virtual; or
- 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.

## Access Licenses

### Management License

Client <u>Management</u> License
System Center 2019 Data Protection Manager License (User or OSE)

## Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
<u>SA Benefits</u>	Server
<u>Disaster Recovery</u>	None

<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	<a href="#">Product List - October 2013</a> , <a href="#">Product Terms January 2017</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## System Center Data Protection Manager Current Branch Rights

Customers with active SA on System Center Data Protection Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Data Protection Manager.

## System Center Operations Manager

### Availability

Product	Date Available	Program Attribute
System Center 2022 Operations Manager per OSE (Client ML)	4/22	Additional Product
System Center 2022 Operations Manager per User (Client ML)	4/22	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	
<a href="#">Prior Version</a>	System Center Operations Manager 2019 (3/19)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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
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<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	ML
<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components
<a href="#">Notices</a>	Internet-based Features, Bing Maps - refer to <a href="#">Notices</a>

## 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](#) for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. [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.

## License Model

### 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)*

- Customer may use the software on Azure or a [Server](#) to [Manage OSEs](#) 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 to Manage any number of [OSEs](#) on the [Licensed Server](#).
- 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](#).
- [OSEs](#) running Server operating systems require [Server Management Licenses](#).

#### *Server Management Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a [Server](#) to Manage a [Virtual OSE](#) on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below
- The number of [Licenses](#) required equals the number of [Virtual Cores](#) in the [Virtual OSE](#), subject to a minimum of 8 [Licenses](#) per [Virtual OSE](#) and 16 [Licenses](#) per Customer
- Customer may reassign any of its [Licenses](#) 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).

#### *Client Management Licenses (per OSE or user)*

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:*

- OSEs in which there are no Running Instances of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of OSEs from Physical to Virtual; or
- 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.

## Access Licenses

### Management License

Client <u>Management</u> License
System Center 2022 Operations Manager License (User or OSE)

## 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	
<u>SA Benefits</u>	Server
<u>Disaster Recovery</u>	None
<u>License Mobility</u>	None
<u>Migration Rights</u>	<u>Product List - October 2013</u> ; <u>Product Terms January 2017</u>
<u>Roaming Rights</u>	None
<u>Self Hosting</u>	All editions
<u>SA Equivalent Rights</u>	None

<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>
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## System Center Operations Manager Current Branch Rights

Customers with active SA on System Center Operations Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Operations Manager.

## System Center Orchestrator

### Availability

Product	Date Available	Program Attribute
System Center 2022 Orchestrator per OSE (Client ML)	4/22	Additional Product
System Center 2022 Orchestrator per User (Client ML)	4/22	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	
<a href="#">Prior Version</a>	System Center 2019 Orchestrator (3/19)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	ML
<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components
<a href="#">Notices</a>	Internet-based Features, Bing Maps - refer to <a href="#">Notices</a>

## 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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. 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.

## License Model

### 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)*

- Customer may use the software on Azure or a Server to Manage OSEs 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 to Manage any number of OSEs on the Licensed Server.
- 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.
- OSEs running Server operating systems require Server Management Licenses.

#### *Server Management Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

#### *Client Management Licenses (per OSE or user)*

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.

- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:*

- OSEs in which there are no Running Instances of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of OSEs from Physical to Virtual; or
- 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.

## Access Licenses

### Management License

Client Management License
System Center 2022 Orchestrator License (User or OSE)

## 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	None
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	<a href="#">Product List - October 2013</a> ; <a href="#">Product Terms January 2017</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## System Center Service Manager

## Availability

Product	Date Available	Program Attribute
System Center 2022 Service Manager per OSE (Client ML)	4/22	Additional Product
System Center 2022 Service Manager per User (Client ML)	4/22	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	
<a href="#">Prior Version</a>	System Center 2019 Service Manager (3/19)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	ML
<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components
<a href="#">Notices</a>	Internet-based Features, Bing Maps - refer to <a href="#">Notices</a>

## 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](#) for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. [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.

## License Model

## 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)*

- Customer may use the software on Azure or a Server to Manage OSEs 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 to Manage any number of OSEs on the Licensed Server.
- 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.
- OSEs running Server operating systems require Server Management Licenses.

### *Server Management Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE and 16 Licenses per Customer
- Customer may reassign any of its Licenses 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).

### *Client Management Licenses (per OSE or user)*

- Customer may use the software on Azure or a Server\* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- 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 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:*

- [OSEs](#) in which there are no [Running Instances](#) of software;
- Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
- Conversion of [OSEs](#) from Physical to Virtual; or
- 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.

## Access Licenses

### Management License

Client <a href="#">Management</a> License
System Center 2022 Service Manager License (User or OSE)
Microsoft Identity Manager 2016 CAL (User)
Azure Active Directory Premium (P1 and P2) 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	None
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	<a href="#">Product List - October 2013</a> ; <a href="#">Product Terms January 2017</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

### System Center Service Manager Current Branch Rights

Customers with active SA on System Center Service Manager Licenses, or ML equivalent License, may install and use the Current Branch option of System Center Service Manager.

# Microsoft Dynamics 365 On-premises

## Availability

Product	Date Available	Program Attribute
Dynamics 365 Customer Service On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Operations Activity On-premises CAL (User)	6/17	Additional Product
Dynamics 365 Operations Device On-premises CAL (Device)	6/17	Additional Product
Dynamics 365 Operations On-premises CAL (User)	6/17	Additional Product
Dynamics 365 Operations Server	6/17	Additional Product
Dynamics 365 Sales On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Team Members On-premises CAL (Device and User)	12/16	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	
<a href="#">Prior Version</a>	Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None



<a href="#">External User Access Requirements</a>	Licensed with Sales and Customer Service CALs, except for (i) Customer's or its Affiliates' contractors or agents; (ii) access through Dynamics 365 Clients; or (iii) Licensed with Operations Server
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	Internet-based Features, Bing Maps - refer to <a href="#">Notices</a>

## Use rights for Dynamics 365 for Operations Servers

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow Customer to extend its functionality. Customer may modify or create derivative works of these components and use those derivative works, but only with the software and only for Customer's internal purposes.

## Use rights for Dynamics 365 On-Premises

### *Server Use Rights for Dynamics 365 CALs*

Customers with Dynamics 365 CALs may install and use any number of copies of the corresponding Dynamics 365 Server software on a server dedicated to Customer's use. Any [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. This right does not apply to Dynamics 365 Operations Server.

### *Eligibility for Qualified Offers*

Customers renewing an agreement with Dynamics CRM CAL Licenses as of November 1, 2016 may acquire Dynamics 365 On-premises CAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

### *Dynamics 365 for Team Members CALs*

Existing Enterprise Agreement Subscription customers with Team Members licenses acquired prior to May 1, 2019 may use existing and newly acquired Dynamics 365 Team Members CALs in accordance with the Dynamics 365 service description at <https://aka.ms/D365TeamMembersExistingCustomer> through the duration of their existing agreement and any subsequent subscription term begun prior to December 31, 2020.

## Additional Software

<a href="#">Additional Software</a> - all editions		
Microsoft Dynamics 365 for Microsoft Outlook	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics 365	Microsoft Dynamics Reporting Extensions for Microsoft Dynamics 365
Microsoft Dynamics 365 Report Authoring Extensions	Microsoft Dynamics 365 Multilingual User Interface (MUI)	Microsoft Dynamics 365 for supported devices

## License Model

### Server/CAL

### Server Licenses (per Instance)

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

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

## Access Licenses

### Dynamics 365 On-premises Server Software Access

License	Server access entitlement
Dynamics 365 Team Members On-premises CAL (Device and User) Dynamics 365 Team Members (User SL)	For Team Members use (Except that Device CALs do not include access to Operations functionality.)
Dynamics 365 Sales On-premises CAL (Device and User) Dynamics 365 Sales (User SL)	Sales
Dynamics 365 Customer Service On-premises CAL (Device and User) Dynamics 365 Customer Service (User SL)	Customer Service
Dynamics 365 Operations On-premises CAL (User) Dynamics 365 Supply Chain Management (User SL) Dynamics 365 Finance (User SL)	Operations
Dynamics 365 Operations Activity On-premises CAL (User) Dynamics 365 Operations Activity (User SL)	Operations Activity
Dynamics 365 Operations Device On-premises CAL (Device) Dynamics 365 Operations Device (User SL)	Operations Device

## 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	
<a href="#">SA Benefits</a>	Server Pool
<a href="#">Disaster Recovery</a>	Operations Server

<a href="#">License Mobility</a>	Operations Server
<a href="#">Migration Rights</a>	<a href="#">Product List - November 2014 and June 2015</a> ; <a href="#">Product Terms December 2016</a> ; <a href="#">Product Terms July 2017</a>
<a href="#">Roaming Rights</a>	No
<a href="#">Self Hosting</a>	Operations Server
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## Dynamics 365 Server Rights

Customers with Dynamics 365 CALs and active SA may install and use any number of copies of the corresponding Dynamics 365 Server software on a network server or shared server. This right does not apply to Dynamics 365 Operations Server.

## Dynamics 365 for Operations Server Rights

Dynamics 365 for Operations Server may only be used by Customers that have active SA or equivalent license. Customers that allow SA or equivalent license to lapse must uninstall the server software. Customers that have perpetual rights may install the latest update of Dynamics AX 2012 R3 Server or Commerce Server software that is available at the time of lapse.

## Dynamics 365 Operations Server Fail-over Rights

Customer may run passive fail-over instances of Dynamics 365 Operations Server as follows. Passive fail-over Instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. 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. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of licenses required to run the corresponding production Instances. This SA benefit requires SA for the Licensed Server and access license, if any.

## Localization and Updates

Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA or equivalent license for the Licensed Servers and CALs.

## Unified Service Desk (USD)

For each Dynamics 365 for Sales On-premises CAL or Dynamics 365 for Customer Service On-premises CAL for which Customer has SA, Customer may install and use USD on a Licensed Device. The right to use USD is limited to the user or device to whom the qualifying CAL is assigned.

## Dynamics CustomerSource

Dynamics 365 On-premises CAL customers with active SA have access to CustomerSource.

# Office Applications

# Office Desktop Applications (Windows)

## Availability

Product	Date Available	Program Attribute
Office LTSC Professional Plus 2021	10/21	Enterprise Product
Office Multi Language Pack 2013	10/12	Additional Product
Project Professional 2021	10/21	Additional Product
Project Standard 2021	10/21	Additional Product
Skype for Business LTSC 2021	10/21	Additional Product
Visio LTSC Professional 2021	10/21	Additional Product
Visio LTSC Standard 2021	10/21	Additional Product
Work at Home for Office LTSC Professional Plus 2021	10/21	Additional Product
Work at Home for Office LTSC Standard 2021	10/21	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	
<a href="#">Prior Version</a>	Office 2019 and Office 2019 Applications (10/18)
<a href="#">Product Pool</a>	Application
<a href="#">Promotions</a>	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 LTSC Standard 2021	Work at Home for Office LTSC Standard 2021
Office LTSC Professional Plus 2021	Work at Home for Office LTSC Professional Plus 2021

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

## 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 2021/2019/2016 or; and
- Office Home & Student 2013 RT installed on a device assigned an Office Professional Plus or Standard 2021/2019/2016 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.

## License Model

## Desktop Applications

### Device License

- Customer may install any number of copies of the software on a Licensed Device and on any Server for each License it acquires. Any 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.
- Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the Primary User of the Licensed Device.
- Any number of users may use the software running on a Licensed Device, but only one user may access and use the software at a time.
- Remote use of the software running on a Licensed Device is permitted for the Primary User from any device or for any other user from another Licensed Device.
- Remote use of the software running on a Server is permitted for any user from a Licensed Device.

### Media Elements and Templates

Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

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

## 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

## 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	
<a href="#">Prior Version</a>	Exchange Server 2016 (10/15)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	None
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	None
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	None

## Use Rights

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

## Additional Software

Exchange Server - all editions
Exchange Management Tools

## License Model

### 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.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

#### *Access Licenses*

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

## Access Licenses

### Server Software Access

<u>Base Access License</u>
Exchange Server 2019 Standard CAL
Exchange Online (Plan 1/1G/2/2A/2G) User SL
CAL Equivalent License (refer <a href="#">CAL and ML Equivalency Licenses</a> )

### 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

<u>Additive Access License</u>
Exchange Server 2019 Enterprise CAL
Exchange Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer <a href="#">CAL and ML Equivalency Licenses</a> )

## 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	
<a href="#">SA Benefits</a>	Server



<a href="#">Disaster Recovery</a>	All editions
<a href="#">License Mobility</a>	All editions (server licenses only)
<a href="#">Migration Rights</a>	<a href="#">Product List - June 2015</a> (External Connector)
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## 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 Subscription Edition	11/21	Additional Product
Project Server Subscription Edition CAL (Device and User)	11/21	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	
<a href="#">Prior Version</a>	Project Server 2019 (10/18)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	CAL
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	None

Active Software Assurance is required to run and access Project Server Subscription Edition software (server and CAL). Project Server Subscription Edition licenses include a perpetual entitlement to run Project Server 2019 software only. If Software Assurance coverage lapses, or Customer purchases a buyout license, Customer must uninstall Subscription Edition Software and may install version 2019 software.

## Additional Software

Project Server
Software Development Kit

## License Model

### 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.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

#### *Access Licenses*

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

## Access Licenses

### Server Software Access

<b><a href="#">Base Access License</a></b>
Project Server Subscription Edition CAL
Project Professional 2021 (with active SA)
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](#).

<b>Software Assurance</b>	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	Project Server
<a href="#">License Mobility</a>	Server licenses only
<a href="#">Migration Rights</a>	None
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## SharePoint Server

### Availability

<b>Product</b>	<b>Date Available</b>	<b>Program Attribute</b>
SharePoint Server Subscription Edition	11/21	Additional Product, Server and Tools Product
SharePoint Server Subscription Edition Enterprise CAL (Device and User)	11/21	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	
<a href="#">Prior Version</a>	SharePoint Server 2019 (10/18)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	Licensed with Server
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	None

Active Software Assurance or a subscription license is required to run and access SharePoint Server Subscription Edition software (server and CAL). SharePoint Server Subscription Edition licenses include a perpetual entitlement to run SharePoint Server 2019 software only. If Software Assurance coverage lapses, or Customer purchases a buyout license, Customer must uninstall Subscription Edition Software and may install version 2019 software.

## Additional Software

SharePoint Server
Software Development Kit

## License Model

### 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.

Subscription licenses or licenses with active Software Assurance only. All [CALs](#) used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by [Virtual OSE](#), Customer may reassign any of its [Licenses](#) 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).

#### Access Licenses

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

## Access Licenses

### SharePoint Server Subscription Edition Server Software Access

Base Access License
SharePoint Server Subscription Edition Standard CAL
SharePoint Online (Plan 1/2) User SL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency Licenses</a> )

#### 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 Subscription Edition Enterprise CAL
SharePoint Online (Plan 2) User SL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency Licenses</a> )

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

# Skype for Business Server

## Availability

Product	Program Attribute
Skype for Business Plus CAL (User SL)	Additional Product, USGCC
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

## 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	
<a href="#">Prior Version</a>	Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	Licensed with Server

<a href="#">Included Technologies</a>	Windows Software Components
<a href="#">Notices</a>	H.264 and/or VC-1 - refer to <a href="#">Notices</a>

## 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	

## License Model

### 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.

Subscription licenses or licenses with active Software Assurance only. All [CALs](#) used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by [Virtual OSE](#), Customer may reassign any of its [Licenses](#) 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).

#### *Access Licenses*

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

## Access Licenses

### Server Software Access

<a href="#">Base Access License</a>
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 <a href="#">CAL and ML Equivalency Licenses</a> )

### *Additional Functionality Associated with Skype for Business Server Enterprise CAL*

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

<b><u>Additive</u> Access License</b>
Skype for Business Server 2019 Enterprise CAL
Skype for Business Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency Licenses</a> )

### *Additional Functionality Associated with Skype for Business Server Plus CAL*

Voice Telephony and Call Management

<b><u>Additive</u> Access License</b>
Skype for Business Server 2019 Plus CAL
Skype for Business Plus CAL User SL
Microsoft Teams Phone Standard User SL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency Licenses</a> )

## 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](#).

<b>Software Assurance</b>	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	Skype for Business Server
<a href="#">License Mobility</a>	Server licenses only
<a href="#">Migration Rights</a>	<a href="#">Product List - April 2015</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## SQL Server

### Availability

Product	Date Available	Program Attribute



SQL Server 2022 CAL	11/22	Additional Product, Server and Tools Product
SQL Server 2022 Enterprise	11/22	Additional Product
SQL Server 2022 Enterprise Core (2-packs of Core Licenses)	11/22	Additional Product, Server and Tools Product
SQL Server 2022 Standard	11/22	Additional Product, Server and Tools Product
SQL Server 2022 Standard Core (2-packs of Core Licenses)	11/22	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	
<a href="#">Prior Version</a>	SQL Server 2019 (11/19)
<a href="#">Product Pool</a>	Server - All editions
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	Per Core Products only
<a href="#">Reduction Eligible (SCE)</a>	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 a new 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
<a href="#">External User Access Requirements</a>	CALs (Server/CAL editions only)
<a href="#">Included Technologies</a>	Windows Software Components
<a href="#">Notices</a>	Internet-based Features - refer to <a href="#">Notices</a>

## 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](#).

## Distributed Availability Groups Use Limitations for Standard Edition

Customer may use Distributed Availability Groups on SQL Server Standard Edition to establish database replication with Azure resources only.

## 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, if hyperthreading is enabled and Customer is licensing use under the Virtual OSE 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.

## Data Collection

The [Data Protection Addendum](#) applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement ([aka.ms/privacy](https://aka.ms/privacy)) and not the DPA, unless other terms accompany such Internet-based Features.

## 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

## License Model

### Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by [Physical Core](#) on a [Server](#) or Licensing by Individual [Virtual OSE](#). The terms for each are set forth below.

*Server Licenses (per core) - Licensing by Physical Core on a Server*

- 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 four Licenses per Physical Processor.
- For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
- For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use the server software in one additional OSE on the Licensed Server.
- For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

#### *Server Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
- If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.
- Customer may reassign any of its Licenses 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).

## 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.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

#### *Access Licenses*

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

## 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

<a href="#">Base Access License</a>
SQL Server 2022 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	All editions. See Fail-Over Rights section below for additional terms for SQL Server.
<a href="#">License Mobility</a>	All editions of SQL Server (Not applicable to Parallel Data Warehouse).
<a href="#">Migration Rights</a>	See <a href="#">Product Terms - October 2019</a> .
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions
<a href="#">SA Equivalent Rights</a>	Yes
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## SQL Server Enterprise Core - Unlimited Virtualization

When licensing by physical core, customers with active Software Assurance may run any number of instances of the server software in any number of [OSEs](#) on any [Licensed Server](#).

## SQL Server Standard/Enterprise Core - Unlimited Containers

When licensing by [Virtual OSE](#), customers with active SA may run any number of instances of the server software in any number of containers in the [Virtual OSE](#) on the [Licensed Server](#). When electing this benefit, a container is not considered to be a [Virtual OSE](#).

## 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 (subject to the [Outsourcing Software Management](#) clause); and
- Two [Fail-over OSEs](#) specifically for disaster recovery purposes:
  - one on any [Server](#) (subject to the [Outsourcing Software Management](#) clause) and
  - one on Microsoft Azure servers, subject to Ratio of Qualified Licenses to Azure vCores as stipulated in the [Azure Hybrid Benefit](#) terms for SQL Server.

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.

## 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.

## Use of Power BI Report Server - SQL Server Enterprise Edition

Customer may run Power BI Report Server software on the Licensed Server, on any allowed Fail-over OSE in accordance with those same limits, 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 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 2022 Subscription	11/21	Additional Product, Server and Tools Product
Visual Studio Professional 2022 Subscription	11/21	Additional Product
Visual Studio Test Professional 2022 Subscription	11/21	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	
<a href="#">Prior Version</a>	Visual Studio 2019 (3/19)
<a href="#">Product Pool</a>	Applications
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	None
Reduction Eligible (SCE)	All

## 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 2022

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.

## Azure Virtual Desktop

Refer to the Azure Virtual Desktop section of the Microsoft Azure Services for rights to access Azure Virtual Desktop virtual machines.

## 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	Enterprise to Professional
<a href="#">External User Access Requirements</a>	None



<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
<a href="#">Notices</a>	Internet-based Features - All, Bing Maps - All (except MSDN Platforms), H.264 and/or VC-1 - All (except MSDN Platforms) - refer to <a href="#">Notices</a>

## 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.

## 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.

## Data Collection

The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 for processed data does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement ([aka.ms/privacy](https://aka.ms/privacy)) and not the DPA, unless other terms accompany such Internet-based Features. Information on connected experiences in Visual Studio, including how to disable access to such experiences, is available here:

<https://docs.microsoft.com/visualstudio/ide/reference/connected-experiences?view=vs-2019>.

## Code Inspection

The software includes an optional feature enabling inspection of binary code and reproduction of source code from binary code. Customer agrees to use such feature only to inspect or reproduce software as authorized by its owner or applicable law.

## License Model

### Developer Tools

#### *User Licenses*

- One Licensed User may use any number of copies of the software and any prior version on any device for each User License it acquires. Any 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

[Outsourcing Software Management](#) clause.

- [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.
- 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**

- The Licensed User may run the Software on Microsoft Azure Services during the term of its Visual Studio Subscription.
- 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.
- 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 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.

### **Data Collection**

The Data collection practices of Software are as described in the terms accompanying them.

## **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	
<a href="#">SA Benefits</a>	Applications
<a href="#">Disaster Recovery</a>	None
<a href="#">License Mobility</a>	None

<a href="#">Migration Rights</a>	<a href="#">Product List - March 2014</a> and <a href="#">Product Terms - September 2015</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	Yes
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

## 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 2022 CAL (Device and User)	11/22	Additional Product, Server and Tools Product
Azure DevOps Server 2022 with SQL Server Technology	11/22	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	
<a href="#">Prior Version</a>	Azure DevOps Server 2020 (10/20)

<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	None
<a href="#">External User Access Requirements</a>	CALs
<a href="#">Included Technologies</a>	SQL Server Technology, Windows Software Components
<a href="#">Notices</a>	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](#) for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. [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

## License Model

### 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.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

#### *Access Licenses*

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

## Access Licenses

### Server Software Access

<u>Base Access License</u>
Azure DevOps Server 2022 CAL
Azure DevOps Services paid user

#### *Additional Functionality*

Test Plan

<u>Additive Access License</u>
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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	Yes
<a href="#">License Mobility</a>	Yes (server licenses only)
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	Yes
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

# Windows Desktop Operating System

## Availability

Product	Program Attribute
HEVC Codec (Per Device)	Additional Product
Microsoft Defender for Endpoint Plan 1 (User SL)	Additional Product
Microsoft Defender for Endpoint Plan 2 (User SL)	Additional Product
Universal Print Volume Add-on (10K)	Additional Product
Universal Print Volume Add-on (500)	Additional Product
Windows 11 Enterprise (Per Device)	Enterprise Product
Windows 11 Enterprise E3 (SL)	Enterprise Product
Windows 11 Enterprise E3 From SA (SL)	Enterprise Product
Windows 11 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	Enterprise Product
Windows 11 Enterprise E5 (SL)	Enterprise Product, USGCC

Windows 11 Enterprise E5 From SA (SL)	Enterprise Product, USGCC
Windows 11 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	Enterprise Product, USGCC
Windows 7 ESU 2021 (Per Device)	Additional Product
Windows 7 ESU 2021 For M365 (Per Device)	Additional Product
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	
<a href="#">Prior Version</a>	Windows 10 Enterprise LTSC 2019 (10/18), Windows Embedded 8.1 Industry (4/14)
<a href="#">Product Pool</a>	System
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
Reduction Eligible	Add-ons, Additional Products
<a href="#">Qualified User Exemption</a>	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
<b>Windows 10/11</b>		
Enterprise, IoT Enterprise, Pro, Pro for Workstations	X	X
Education, Home		X (Academic licenses only)
<b>Windows 8/8.1 <sup>1</sup></b>		
Enterprise, Pro, Windows Embedded 8/8.1 Pro/Industry Pro	X	

<sup>1</sup> Windows 7 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 7 Enterprise, Professional, Ultimate and Professional/Ultimate for Embedded Systems editions are equivalent to Windows 8 Pro edition eligibility.

### 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) <sup>1</sup>	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
<b>Windows 10/11</b>					
Enterprise, Pro, Pro for Workstations	X	X	X	X	X
Education, Home				X (Academic licenses only)	X
<b>Windows 8/8.1 <sup>2</sup></b>					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
<b>Apple</b>					
macOS <sup>3</sup>	X		X		X

<b>Windows Embedded Operating Systems</b>					
Windows 10/11 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

<sup>1</sup> Also applicable to Qualified Devices acquired through merger or acquisition.

<sup>2</sup> Windows 7 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 7 Enterprise, Professional, and Ultimate editions are equivalent to Windows 8 Pro edition eligibility. Windows 7 Home Premium, Home Basic, and Starter Edition editions are equivalent to Windows 8 edition eligibility.

<sup>3</sup> macOS must be preinstalled by the authorized manufacturer prior to the initial sale of the device.

#### *Restricted Use Qualifying OS for Per Device Licenses*

<b>Qualifying Operating Systems</b>	<b>New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)<sup>1</sup></b>	<b>Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)</b>	<b>Microsoft Products and Services Agreement (MPSA)/Select Plus/Open</b>	<b>Academic and Charity</b>
Windows 10/11 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
Windows Embedded Standard 2009			X	X
Windows Embedded 8 Standard			X	X

<sup>1</sup> 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 10/11 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.)

## Automatic Updates

Customer authorizes Microsoft to download and install updates automatically on devices running Windows 10/11 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 Azure Virtual Desktop. 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 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 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.

## Universal Print Volume Add-on Prerequisites

License	License Prerequisites
Universal Print Volume Add-on	Microsoft 365 A3/A5/E3/E5/F3; Microsoft 365 Business Premium; Windows 11 Education A3/A5; Windows 11 Enterprise E3/E5; Universal Print

## 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a> (see Additional License Terms for Online Services section below)
<a href="#">Down Editions</a>	Enterprise to Pro
<a href="#">External User Access Requirements</a>	None
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	H.264 and/or VC-1 - refer to <a href="#">Notices</a>

## Additional License Terms for Online Services

Certain Windows software licenses include some Online Services which are governed by the [Universal License Terms for Online Services](#), including but not limited to, Microsoft Defender for Endpoint, Windows Autopatch, Windows Update for Business Reports, and Windows Update for Business deployment service.

## Windows diagnostic data processor configuration

For Windows 10/11 Enterprise, Pro, and Education editions that support a Windows diagnostic data processor configuration, Microsoft is the processor for Windows diagnostic data collected from a device where such configuration is set. This configuration is set by joining an Azure Active Directory account to the device and taking any other necessary steps described in the Product documentation ([www.aka.ms/wddprocessor](http://www.aka.ms/wddprocessor)). Except as provided above, Microsoft will continue to be a controller of [Personal Data](#) processed in connection with your use of Windows, including data processed by Microsoft in connection with Customer's use of service-based capabilities. When Microsoft is a controller, Microsoft will handle the [Personal Data](#) in accordance with the Microsoft Privacy Statement ([www.aka.ms/privacy](http://www.aka.ms/privacy)), and the [Data Protection Addendum](#) ([www.aka.ms/DPA](http://www.aka.ms/DPA)) terms do not apply.

## 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 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 a later version.

## 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 11 Upgrade Benefit

The following User SLs include a Windows 11 upgrade benefit (version upgrade only, edition remains the same) for device(s) licensed with Windows 8, 8.1, 10:

- Windows 11 Enterprise/Education (all)
- Microsoft 365 (all that include Windows 11 Enterprise)

## Windows 11 Virtualization on Azure

Customers with Windows 11 Enterprise Per User SLs, Windows 11 Education Per User SLs, or VDA Per User SLs using Azure AD-based activation on supported editions may install the Windows 10 Creators Update or later version software on a virtual machine running in Customer's Microsoft Azure accounts. 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 and adhere to other software configuration requirements available at <https://docs.microsoft.com/windows/deployment/vda-subscription-activation>. This section does not apply to Students receiving access to software through Student Use Benefit.

## Azure Virtual Desktop for Windows

### ***Azure Virtual Desktop for Windows***

Users licensed with Microsoft 365 E3/E5/F3/Business Premium/A3/A5/Student Use Benefit, Windows Enterprise E3/E5, Windows Education A3/A5, or Windows VDA E3/E5 may access Azure Virtual Desktop Windows virtual machines running in Customer's Microsoft Azure accounts. Azure Virtual Desktop virtual machines do not count against a user's device activation count limit.

### ***Azure Virtual Desktop for Development and Test***

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

## Azure Virtual Desktop Per User Access Operating System

Universal Terms. The following Universal License Terms for all Software do not apply to the Azure Virtual Desktop per user access operating system software: Rights to Use Other Versions and Lower Editions; Software Assurance; Outsourcing Software Management.

## Windows 365 Operating System

**Universal Terms.** The following Universal License Terms for all Software do not apply to the Windows 365 operating system software: Rights to Use Other Versions and Lower Editions; Software Assurance;

## License Model

### Desktop Operating Systems

#### Device License

- 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.
- Customer may use the software on up to two processors.
- Local use is permitted for any user.
- 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.
- Only one user may access and use the software at a time.
- Customer may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
- 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	
<a href="#">SA Benefits</a>	System
<a href="#">Disaster Recovery</a>	None
<a href="#">License Mobility</a>	None
<a href="#">Migration Rights</a>	<a href="#">Product List - June 2015</a> (Windows Companion Subscription)
<a href="#">Roaming Rights</a>	<a href="#">February 2016 – Product Terms</a>
<a href="#">Self Hosting</a>	None
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	See <a href="#">Software Assurance Benefits</a>

### Software Assurance Additional Use Rights

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

- Windows 11 Enterprise E3/E5
- Windows 11 Enterprise per device

- Windows 11 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. Customer's use of 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 devices 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 licenses have rights to use MDOP and do not need to purchase MDOP separately.

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

- 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.

## 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 11 Enterprise E3 Add-on	Windows 11 Enterprise/Education per device
Windows 11 Enterprise E5 Add-on	Windows 11 Enterprise/Education per device

## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## Windows Desktop Operating System

From SA User SL	Qualifying License(s)
Windows 11 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 2022 Active Directory Rights Management Services CAL	8/21	Additional Product
Windows Server 2022 Active Directory Rights Management Services External Connector	8/21	Additional Product
Windows Server 2022 Datacenter (16-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 Datacenter (2-packs of Core Licenses)	8/21	Additional Product

Windows Server 2022 External Connector	8/21	Addition al Product
Windows Server 2022 Remote Desktop Services CAL (Device and User)	8/21	Addition al Product
Windows Server 2022 Remote Desktop Services External Connector	8/21	Addition al Product
Windows Server 2022 Standard (16-packs of Core Licenses)	8/21	Addition al Product
Windows Server 2022 Standard (2-packs of Core Licenses)	8/21	Addition al Product
Windows Server ESU (Standard and Datacenter)		Addition al 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	
<a href="#">Prior Version</a>	Windows Server 2019 (10/18)
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Qualified User Exemption</a>	External Connectors

## 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 (which may be found at <https://www.aka.ms/licensingdocs>)

## 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	
<a href="#">License Terms</a>	<a href="#">Universal License Terms for all Software</a>
<a href="#">Down Editions</a>	Datacenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms - September 2018)

<a href="#">External User Access Requirements</a>	CALs or External Connector
<a href="#">Included Technologies</a>	None
<a href="#">Notices</a>	Internet-based Features, H.264 and/or VC-1, Malware Protection

## 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 Active Directory Rights Management Services Access*

Customer must acquire a Windows Server 2022 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2022 Active Directory Rights Management Services functionality.

## Windows Server Containers without Hyper-V isolation with Windows Server 2022 Standard and Datacenter

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

## Windows Server Datacenter: Azure Edition

### *Use Restriction*

Customer may use Windows Server Datacenter: Azure Edition only as an operating system for virtualization on Microsoft Azure and Azure Stack.

## Windows Server Products data processing

Microsoft will be a controller of Personal Data processed in connection with your use of Windows Server Products. When Microsoft is a controller, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement ([aka.ms/privacy](https://aka.ms/privacy)), and the Data Protection Addendum terms do not apply. Please see the Product documentation for details on any processing of Personal Data in connection with Windows Server Products and Customer's configuration options.

## Additional Software

<b>Windows Server 2022</b>
AD Migration Tool
GBUNIECN.EXE Utility

## 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.
- 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.
- 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.

#### *Server Licenses (per core) - Licensing by Individual Virtual OSE*

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires

sufficient Server licenses as described below.

- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses 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).

### Access Licenses

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

## Specialty Servers

### Server Licenses (per Instance)

Customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each Server License it acquires.

Subscription licenses or licenses with active Software Assurance only: When licensing by Virtual OSE, Customer may reassign any of its Licenses 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).

## 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

<b><u>Base</u> Access License</b>
Windows Server 2022 CAL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency</a> )

*\*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 2022 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2022 Remote Desktop Services functionality

<b><u>Additive</u> Access License</b>
Windows Server 2022 Remote Desktop Services CAL
Windows Server 2022 Remote Desktop Services User SL

*\*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2022*

Remote Desktop Services functionality or other technology).

#### *Additional Functionality Associated with Windows Server 2022 Rights Management Services CAL*

Windows Server 2022 Rights Management Services

<b><u>Additive</u> Access License</b>
Windows Server 2022 Active Directory Rights Management Services CAL
Azure Information Protection P1 User SL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency</a> )

#### *Additional Functionality Associated with Microsoft Identity Manager User CAL*

Microsoft Identity Manager 2016 functionality

<b><u>Additive</u> Access License</b>
Microsoft Identity Manager 2016 User CAL
Azure Active Directory Premium (P1 and P2) User SL
CAL Equivalent License (refer to <a href="#">CAL and ML Equivalency</a> )

*\*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

<b><u>Base</u> Access License</b>
Windows Server 2022 External Connector

#### *Additional Functionality Associated with Windows Server 2022 Remote Desktop Services External Connector License*

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2022 Remote Desktop Services functionality

<b><u>Additive</u> Access License</b>
Windows Server 2022 Remote Desktop Services External Connector

*\*Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2022 Remote Desktop Services functionality or other technology).*

#### *Additional Functionality Associated with Windows Server 2022 Rights Management Services External Connector License*

Windows Server 2022 Rights Management Services

<b><u>Additive</u> Access License</b>
Windows Server 2022 Active Directory Rights Management Services External Connector

#### *Additional Functionality Associated with Microsoft Identity Manager External Connector License*

Microsoft Identity Manager 2016 functionality

<b><u>Additive</u> Access License</b>
---------------------------------------

#### 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	
<a href="#">SA Benefits</a>	Server
<a href="#">Disaster Recovery</a>	All editions
<a href="#">License Mobility</a>	External Connector only
<a href="#">Migration Rights</a>	Refer <a href="#">Product List - October 2013 and March 2014</a> (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); <a href="#">Product List - June 2015</a> (Forefront Identity Manager 2010 R2); <a href="#">Product Terms - October and December 2016</a>
<a href="#">Roaming Rights</a>	None
<a href="#">Self Hosting</a>	All editions (except Essentials)
<a href="#">SA Equivalent Rights</a>	None
<a href="#">Prerequisite (SA)</a>	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.

## 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.



## Azure Virtual Desktop for Windows Server

Refer to the Azure Virtual Desktop section of the [Microsoft Azure Services](#) Product entry for rights to access Azure 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

## 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 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

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## 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

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
App Governance add-on feature for Microsoft Defender for Cloud Apps	Additional Product
Compliance Program for Microsoft Cloud	Additional Product
eCDN (User SL)	Additional Product
Extra Graph Connector Capacity	Additional Product
Forensic Evidence for Insider Risk Management	Additional Product
Glint LinkedIn	Additional Product
Microsoft 365 Advanced Data Residency	Additional Product
Microsoft 365 Cross-tenant User Data Migration (User 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 eDiscovery and Audit	Additional Product, US GCC, US GCC High, US DOD, GC on
Microsoft 365 F5 Information Protection and Governance	Additional Product, US GCC, US GCC High, US DOD, GC on
Microsoft 365 F5 Insider Risk Management	Additional Product, US GCC, US GCC High, US DOD, GC on

Microsoft 365 F5 Security (User SL)	Addition al Product
Microsoft 365 F5 Security + Compliance (User SL)	Addition al Product
Microsoft 365 G5 Compliance (User SL)	Addition al Product
Microsoft 365 G5 eDiscovery and Audit (User SL)	Addition al Product
Microsoft 365 G5 Information Protection and Governance (User SL)	Addition al Product
Microsoft 365 G5 Insider Risk Management (User SL)	Addition al Product
Microsoft 365 Professional Direct Support	Addition al Product
Microsoft Defender Threat Intelligence (User SL)	Addition al Product
Microsoft Defender Vulnerability Management Add-on	Addition al Product
Microsoft Endpoint Manager – Remote Help	Addition al Product
Microsoft Entra Permissions Management	Addition al Product
Microsoft Managed Desktop	Addition al Product
Microsoft Viva (User SL)	Addition al Product
Microsoft Viva Goals (User SL)	Addition al Product
Microsoft Viva Insights (User SL)	Addition al Product
Microsoft Viva Insights Capacity	Addition al Product
Microsoft Viva Learning (User SL)	Addition al Product
Microsoft Viva Sales (User SL)	Addition al Product
Microsoft Viva Topics (User SL)	Addition al Product

Microsoft Viva with Glint add-on (User SL)	Addition al Product
Premium Assessment	Addition al Product
Priva – Subject Rights Request	Addition al Product, US GCC,US GCC High,US DOD,GC on
Priva Privacy Risk Management (User SL)	Addition al Product, US GCC,US GCC High,US DOD,GC on
Scheduler (User SL)	Addition al Product
SharePoint Advanced Management P1 (User SL)	Addition al Product, US GCC,US GCC High
SharePoint Syntex (User SL)	Addition al Product
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Addition al Product
VDA Add-on for M365 E3/E5 (User SL)	Addition al Product
Workload Identities	Addition al Product, US GCC,US GCC High,US DOD,GC on

## 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All (except Premium Assessment and Priva - Subject Rights Request)
<a href="#">Qualified User Exemption</a>	F only
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	Microsoft 365 F3
<a href="#">True-Up Eligible</a>	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 11 Enterprise E3/E5](#) Per User.
- For Microsoft 365 A3/A5 the components include [Office 365 A3/A5](#), [Enterprise Mobility + Security A3/A5](#), [Windows 11 Education A3/A5](#), and [Minecraft: Education Edition](#).
- For Microsoft 365 F3 the components include [Office 365 F3](#), [Enterprise Mobility + Security E3](#), and [Windows 11 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 11 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 locally on devices 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 10.9"
- 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 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 Enterprise LTSC do not apply.
- Rights to install and use MDOP do not apply.

### **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 10.9" 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.

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.

## 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
App Governance add-on feature for Microsoft Defender for Cloud Apps	Enterprise Mobility + Security E5/A5; Microsoft 365 E5/A5; Microsoft 365 Security/Compliance E5/A5; Microsoft 365 E5/A5 Information Protection and Governance; Microsoft 365 F5 Security; Microsoft 365 F5 Compliance, Microsoft 365 F5 Security + compliance; Microsoft Defender for Cloud Apps.
Career Coach	Office 365 A1/A3/A5; Microsoft 365 A3/A5
Forensic Evidence for Insider Risk Management	Microsoft 365 E5; Microsoft 365 E5 Compliance; Microsoft 365 E5 Insider Risk Management
Microsoft 365 E5/A5/G5 Security	Microsoft 365 E3/A3
	Office 365 E3/A3 <b>and</b> Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5/G5 Compliance	Microsoft 365 E3/A3
	Office 365 E3/A3 <b>and</b> 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
	<b>and</b>
Microsoft 365 F5 Compliance	<u>Any one of the following:</u>
	Azure Information Protection; Enterprise Mobility + Security
	Microsoft 365 F1/F3
	Office 365 F3 <b>and</b> Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Security	Microsoft 365 F1/F3
	Office 365 F3 <b>and</b> Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Security + Compliance	Microsoft 365 F1/F3
	Office 365 F3 <b>and</b> Enterprise Mobility + Security E3 (K)

Microsoft 365 F5 eDiscovery and Audit	Microsoft 365 F1/F3; Office 365 F3 <b>and</b> Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Information Protection and Governance	Microsoft 365 F1/F3; Office 365 F3 <b>and</b> Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Insider Risk Management	Microsoft 365 F1/F3; Office 365 F3 <b>and</b> Enterprise Mobility + Security E3 (K)
Microsoft 365 Advanced Data Residency	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license
Microsoft 365 Cross-tenant User Data Migration	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 Defender Vulnerability Management Add-on	Microsoft 365 A5/E5; Microsoft 365 E5 Security; Microsoft 365 F5 Security: Microsoft 365 F5 Security and Compliance; Microsoft Defender for Endpoint P2/P2 (Device).
Premium Assessment	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
Priva	Microsoft 365 A3/E3/G3/A5/E5/G5; Office 365 A1/E1/G1/A3/E3/G3/A5/E5/G5
Glint LinkedIn	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva with Glint add-on	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Insights	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
Microsoft Viva Learning	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Sales	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
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
Remote Help	Microsoft 365 Business Premium/E3/E5/F1/F3; Enterprise Mobility + Security E3/E5; Microsoft Intune
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
SharePoint Advanced Management	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/G3/E5/A5/G5; Office 365 F3/E1/A1/E3/A3/G3/E5/A5/G5; 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 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 Azure Virtual Desktop).
- 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.

### Microsoft 365 Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each license on its Agreement (or Enrollment) customer wants support for, up to a maximum of 500 licenses.

### Microsoft Defender for Business

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Business with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day

management and control of third parties.

## Microsoft Managed Desktop

### *Managed Service*

Microsoft Managed Desktop includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to [Professional Services](#))

## Microsoft Viva

### *Microsoft Viva Insights*

Any unused Viva Insights license or Viva Insights Capacity license credits expire monthly on the anniversary date for the subscription.

### *Viva Learning*

Microsoft Learn, Microsoft 365 Training, and the free LinkedIn Learning content made available through Viva Learning is subject to terms other than the Product Terms. Additional content may be available from other third-party content providers. Accessing this third-party content may require Customer to have a separate relationship with the third-party content provider (such as a content subscription). This third-party content and any associated services are subject to the third-party content provider's privacy and service terms and not to the Product Terms. Other content that Customer chooses to make accessible to users in the Viva Learning Teams app is subject to the terms associated with that content.

### *Viva Sales*

Dynamics 365 environment and Premium Power Automate connections created by Viva Sales are limited for use with Viva Sales only.

### *Glint*

Microsoft Viva-with Glint add-on and Glint LinkedIn Licensed Users may access the Glint People Success Package ("Glint PSP"). Glint PSP is provided by LinkedIn Corporation ("LinkedIn") and is a Non-Microsoft Product as defined in these Product Terms. Customer's use of Glint PSP is not subject to these Product Terms or the DPA. Rather, Customer's use of Glint PSP is subject to the LinkedIn Order Terms at <https://www.linkedin.com/legal/linkedin-order-terms/glint> (as further described below) and the LinkedIn Data Processing Agreement between the Customer and LinkedIn, provided that if there is no existing LinkedIn Data Processing Agreement between the parties, then Customer's use of Glint PSP is governed by the LinkedIn Data Processing Agreement available at <https://legal.linkedin.com/dpa> ("LinkedIn DPA"). For purposes of Customer's use of the Glint PSP, LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the LinkedIn DPA. For the purposes of these Glint Product Terms, "Services" as used in the Order Form under the above referenced LinkedIn Order Terms shall be limited to the Glint Platform and Glint PSP services.

## Priva - Subject Rights Request

All Subject Rights Requests acquired under the Priva License expire twelve (12) months from date of purchase.

## 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*

3500 AI Builder Credits are included with each SharePoint Syntex [License](#).

## 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 11 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus
Microsoft 365 E5 Add-on (User SL)	Windows 11 Enterprise/Education per device, and 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

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## 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 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

## 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 Active Professional Direct Support*	Additional Product
Azure Active Standard Support*	Additional Product

Azure App Service Plan	Additional Product
Azure Information Protection Premium Plan 1 (User SL)	Additional Product
Azure Information Protection Premium Plan 1 Add-on (User SL)	Additional Product
Azure Site Recovery (to Customer Owned Site)	Additional Product
Azure SQL Edge (per Device)	Additional Product
Microsoft Azure Services	Additional Product
Microsoft Defender for Identity (User SL)	Additional Product, USGCC
Microsoft Defender for Identity Client Management License Add-on (User SL)	Additional Product, USGCC
Microsoft Translator API	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.

Microsoft Azure	
<a href="#">Terms of Service</a>	<p><a href="#">Universal License Terms for Online Services</a> (For Azure Virtual Desktop per user access, Windows operating system is governed by the <a href="#">Universal License Terms for all Software</a> and includes specific terms in <a href="#">Windows Desktop Operating System</a> terms).</p> <p>Azure Kubernetes Service Edge Essentials is governed by the <a href="#">Universal License Terms for all Software</a>.</p>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All (Until cancelled for Microsoft Azure Services)
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All Azure User Plans, Microsoft Translator API, <a href="#">Allocated Annual prepayment</a> for Microsoft Azure Services

<a href="#">Reduction Eligible (SCE)</a>	All Azure User Plans, <a href="#">Allocated Annual prepayment</a> for Microsoft Azure Services
<a href="#">True-Up Eligible</a>	None (except Azure Active Directory, Microsoft Defender for Identity, Azure Information Protection Premium)

## Product Categories

This table highlights which Azure products fall under the categories of Microsoft Azure User Plans, Microsoft Azure Support Plans, and Microsoft Azure Services:

Product Category	Product
Microsoft Azure User Plans	Azure Active Directory Premium Plan 1 & 2(User SL), Azure Information Protection Premium Plan 1 (User SL), Azure Information Protection Premium Plan 1 Add-on (User SL), Microsoft Defender for Identity (User SL), Microsoft Defender for Identity Client Management License Add-on (User SL)
Microsoft Azure Support Plans	Azure Active Professional Direct Support, Azure Active Standard Support, Microsoft Azure StorSimple Premium & Standard Support, Microsoft Azure StorSimple Standard Support to Premium Support
<a href="#">Microsoft Azure Services</a>	Azure SQL Edge (per Device), Microsoft Translator API, Microsoft Azure Services

## 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. Other than Azure Stack Hub, Services purchased as a [Microsoft Azure Services Plan](#) are not eligible for the Azure Customer Solution clause in the General Service Terms for Azure.

## 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.

## Purchasing Microsoft Azure Services

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

**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.

**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.

**Microsoft Azure Services Plan:** Customer may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.

**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 an Azure prepayment.

**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. Using Azure commitment tiers, Customers pay upfront monthly for connected containers and Azure usage. Overage will be invoiced when usage exceeds the commitment tier limit. For disconnected containers, Azure commitment tier payments are made upfront yearly, except for disconnected container proof of concept (POC) SKUs, which have a one month prorated price. Customers can renew the POC license automatically up to two times, allowing for three months of total usage of a POC SKU.

**Azure compute savings plan:** Azure compute savings plan is purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure compute savings plan expires at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused Azure compute savings plan. Azure compute savings plans are noncancellable. Customer will owe the amount charged for the plan for the duration of the selected term, even if the Agreement is terminated. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure compute savings plan.

## 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.

**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.

**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. 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.

**Azure Communication Services:** Notwithstanding the terms in the Customer's volume licensing agreement, fixed pricing does not apply to Azure Communication Services ("ACS"). ACS pricing is market-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.

## Payment and Fees

This table highlights which Azure Product categories are eligible for the Payment and Fees options below. Please reference the Product Category table above for eligible products.

Payment and Fees options	Eligible Products*
1. Using Azure prepayment	Microsoft Azure Services
2. Invoicing Azure prepayment	Microsoft Azure Services
3. Invoicing Azure prepayment overage	Microsoft Azure Services
4. Consumption Invoicing	Microsoft Azure Services
5. Azure Services Plan Invoice	Microsoft Azure Support Plans, Microsoft Azure User Plans
6. Azure reservations	Microsoft Azure Services
7. Azure compute savings plan	Microsoft Azure Services

\*Some Products may not be eligible for certain Payment and Fees scenarios. Please refer to the Azure Portal or Pricing Calculator (<https://azure.microsoft.com/pricing/calculator/>) for more information on availability.

- **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).
- **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.
- **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.
- **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.
- **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.
- **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 compute savings plan:** The purchase of Azure compute savings plan will be deducted automatically from any available Azure prepayment. If Customer has used all of its Azure prepayment or if the cost of Azure compute savings plan 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 compute savings plan](#) 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 compute savings plan](#) covers compute only (the base rate) and does not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up.

## 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.

## Azure Reservation Options

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

- **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.
- **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).

## Windows Server Datacenter: Azure Edition

### *Use Restriction*

Customer may use Windows Server Datacenter: Azure Edition only as an operating system for virtualization on Microsoft Azure and Azure Stack.

## Azure Hybrid Benefit

### *Microsoft Azure Hybrid Benefit for Windows Server*

Customer may use the Microsoft Azure Hybrid Benefit in its own Microsoft Azure account. The following Windows Server licenses with an active subscription or Software Assurance are eligible for the Microsoft Azure Hybrid Benefit:

- Windows Server Standard/Datacenter core licenses
- Windows Server Standard/Datacenter processor licenses
  - Each processor license is equivalent to 16 core licenses.

### **License Allocation for VM Licensing**

- Customer must allocate enough eligible core licenses to cover all Virtual Cores on the VM(s) that are running.
- The minimum number of core licenses required per VM is 8.

### **License Allocation for Dedicated Host Licensing (Datacenter only)**

- Customer must allocate enough Windows Server Datacenter core licenses to cover all Physical Cores

available to Customer on a Dedicated Host or an Azure Stack HCI Cluster. Azure Hybrid Benefit for Azure Stack HCI is available for EA or CSP customers only.

- Customer may run unlimited Virtual Machines on that host/cluster.

### Azure Migration Allowance

Aside from the migration allowances below, once licenses are allocated to Azure, Customer may not use them anywhere else. After at least 90 days have passed, Customer may elect to stop using them for the Azure Hybrid Benefit.

- **VM Licensing**
  - Windows Server Standard: When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.
  - Windows Server Datacenter: When migrating workloads to Azure, Customer may also continue to use its licensed software on devices indefinitely.
- **Dedicated Host Licensing**
  - When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.

### Microsoft Azure Hybrid Benefit for SQL Server

Customer may use the Microsoft Azure Hybrid Benefit in its own Microsoft Azure account. The Qualified Licenses in the table below may be used for the Microsoft Azure Data Service in the specified ratios.

Qualified License	Microsoft Azure Data Service <sup>1</sup>	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:4 vCores
	Azure Arc-enabled SQL Managed Instance - Business Critical	1 Core License:1 vCore
	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 vCores
	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 <sup>2</sup> :1 vCPU
	SQL Server Standard Virtual Machines	1 Core License:4 vCPUs
SQL Server Standard (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:1 vCore
	Azure Arc-enabled SQL Managed Instance - Business Critical	4 Core Licenses:1 vCore
	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 Licenses: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 (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:1 vCore
	Azure Arc-enabled SQL Managed Instance - Business Critical	4 Core Licenses:1 vCore
	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 Licenses: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 <sup>2</sup> :1 vCPU
	SQL Server Enterprise Virtual Machines	4 Core Licenses <sup>2</sup> :1 vCPU

<sup>1</sup>Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database.

<sup>2</sup>Subject to a minimum of four Core Licenses per Virtual Machine.

### Azure Migration Allowance

Aside from the migration allowance below, once licenses are allocated to Azure, Customer may not use them anywhere else. After at least 90 days have passed, Customer may elect to stop using them for the Azure Hybrid Benefit.

- When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.

### Fail-over Rights for SQL Server Standard/Enterprise Virtual Machines

When allocating SQL Server Licenses for use under the Azure Hybrid Benefit for SQL Server, Customer is entitled to the respective fail-over rights for the Azure service in use (see Service Specific Terms below).

### SQL Server Enterprise Core Unlimited Virtualization Rights

Customer may alternatively allocate enough SQL Server Enterprise core licenses to cover all Physical Cores available to Customer on an Azure Dedicated Host and run unlimited Virtual Machines on that host.

### Limited Hosting Rights for Azure Arc-enabled SQL Managed Instance

When using the Azure Hybrid Benefit, paragraph 3 of the Service Specific terms for Azure Arc-enabled SQL Managed Instance does not apply. Customer is entitled only to run its Azure Arc-enabled SQL Managed Instance containers on Microsoft Azure, its own Servers, or Servers under the day-to-day management and control of Authorized Outsourcers, regardless of whether those Servers are dedicated to Customer or not.

## Azure Virtual Desktop

### Azure Virtual Desktop Conditions

The Azure Virtual Desktop control plane may only be used to manage Azure Virtual Desktop VMs running on Azure. Windows Enterprise multi-session is limited for use on Azure Virtual Desktop VMs running on Azure only.

### Azure Virtual Desktop for Windows

Users licensed with Microsoft 365 E3/E5/F3/Business Premium/A3/A5/Student Use Benefit, Windows Enterprise E3/E5, Windows Education A3/A5, or Windows VDA E3/E5 may access Azure Virtual Desktop Windows virtual machines running in Customer's Microsoft Azure accounts. Azure Virtual Desktop virtual machines do not count against a user's device activation count limit.

### *Azure 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 Azure Virtual Desktop Windows Server virtual machines running in Customer's Microsoft Azure accounts.

### *Azure Virtual Desktop for Development and Test*

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA ("Authorized Users") may access Azure Virtual Desktop Windows, and Windows Server virtual machines running in Customer's Microsoft Azure accounts for development and test purposes. Customer's end users may also access Azure Virtual Desktop Windows, 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.

## General Service Terms

### 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.

## Notices

The Bing Maps, Communication Services, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, and VC-1 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.

## Azure Customer Solution

### *Use Rights and Conditions for Use*

Customer may create and maintain a Customer Solution. Despite anything to the contrary in Customer's licensing agreement, Customer may permit third parties to access and use the Microsoft Azure Services solely in connection with the use of that Customer Solution.

Customer is responsible for ensuring that third parties who access, use or distribute the Customer Solution comply with these terms, the terms and conditions of Customer's licensing agreement, and all applicable laws.

## 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>.

## 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.

## API Terms for Security Applications and Compliance Applications

**"Compliance Application"** means a software program or service built exclusively to ensure that an organization is complying with their security-related requirements.

**"Security Application"** means a software program or service built exclusively to protect and defend the information and technology assets of an enterprise.

**"End User"** refers to the end-user of the Security Application or Compliance Application.

**"Customer"** refers to the registered owner of the Azure subscription where the Security Application or Compliance Application is registered with Azure Active Directory.

The following terms and conditions apply to a Security Application's or Compliance Application's use of the Microsoft Teams APIs in Microsoft Graph:

- The End User must have one of the following Microsoft 365 E5 eligible licenses: Microsoft 365 E5/A5/G5, Microsoft 365 E5 Compliance, Microsoft 365 E5 Information Protection and Governance, or Microsoft 365 E5 Information Protection & Data Loss Prevention.
- Microsoft will bill Customer for all commercial consumption of API messages that exceed the included monthly seeded allowance per End User tenant. Refer to <https://docs.microsoft.com/en-us/graph/teams-licenses> to understand and review the seeded allowances and pricing details for the Microsoft Teams APIs.
- Security Applications and Compliance Applications must query the Microsoft Teams APIs with? model=A?query parameter.

The following terms and conditions apply to a non-Security Application or non-Compliance Application use of the **Microsoft Teams APIs in Microsoft Graph**:

- Microsoft will bill Customer for all commercial consumption of API messages, including, but not limited to, use with the following applications:
  - **Backup and Restore:** Applications that allows users to create or restore backups of messages or files and create and restore system images to repair data in the event of data corruption, or data loss.
  - **Sentiment analysis:** Applications that use natural language processing, text analysis, computational linguistics, biometrics, and other techniques to systematically identify, extract, quantify, and study affective states and subjective information.
  - **Analytics and Insights:** Applications offering continuous iterative exploration and investigation of information to gain.
- Applications that do not qualify as a Security Application or Compliance Application must query the Microsoft Teams APIs with model=B?query parameter.

The following terms and conditions apply to **Microsoft Purview eDiscovery APIs in Microsoft Graph**:

- The End User must have one of the following Microsoft 365 E5 eligible licenses: Microsoft 365 E5/A5/G5, Microsoft 365 E5 Compliance, or Microsoft 365 E5 eDiscovery & Audit.



- Microsoft will bill Customer for all commercial consumption of the data generated in the review set that exceeds the included monthly seeded allowance per End User tenant.

These terms and conditions supersede any terms and conditions contained elsewhere, including the Microsoft APIs Terms of Use [<https://docs.microsoft.com/en-us/legal/microsoft-apis/terms-of-use>].

## Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate unlimited Applications/Custom Applications per User SL. This covers Microsoft as well as third party applications.

## 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 Arc-enabled SQL Managed Instance

### *Use Rights*

- Azure Arc-enabled SQL Managed Instance licenses are not assigned to any given Server and are therefore not subject to the License Assignment and Reassignment clause.
- Licenses are billed according to the terms of the license meter. Customer must connect to Azure at least once every 30 days via direct connected mode or indirect export mode to report usage data.
- Notwithstanding the Outsourcing Software Management clause, Customer may run Azure Arc-enabled SQL Managed Instance containers on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

The terms of the DPA do not apply to processing of data in Azure Arc enabled SQL Managed Instance running in an environment outside of Microsoft's control, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes.

## Azure Communication Gateway

Azure Communications Gateway is only available for use by Telecommunication Service Providers. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Microsoft has no defense obligation or liability for any infringement claim for patents alleged to be infringed by the implementation of any Standards in Azure Communications Gateway. Customer is responsible for obtaining any required licenses directly from the holders of such rights.

## Azure Communication Services

### *Customer Responsibility*

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

### *Notices*

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

### *Recording and Transcription*

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

### *Microsoft Teams Interoperability*

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Teams user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

### *License Terms Precedence*

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service 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.

### *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.

### *Defense of Claims*

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors, agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

### *Messaging Application*

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the

Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

### *Messaging Policy*

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at <https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy>.

## 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 DevOps

### *Use for Development and Testing*

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

### *Authorized Developer*

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

### *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 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

### *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 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](#))

## Azure Kubernetes Service Edge Essentials

### *Use Rights and Conditions for Use*

Customer may use Azure Kubernetes Service Edge Essentials (AKS EE) only on Windows and Windows Server to host, manage, and service validly licensed containers running validly licensed applications.

One (1) SL for AKS EE permits Customer to use AKS EE on one (1) physical device or virtual machine.

### *Notices*

The NVIDIA Components in [Notices](#) apply.

### *Pre-Release Features*

Microsoft may provide pre-release features in AKS EE which are for preview purposes only and may not be used in a production environment. Such pre-release features may not work correctly or the way a final commercial version of the features will. Microsoft may change the commercial versions of such features or may not release commercial versions.

### *Feedback*

If Customer gives feedback about the pre-release features or AKS EE to Microsoft, Customer gives to Microsoft, without charge, the right to use, share and commercialize Customer feedback in any way and for any purpose. Customer will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because Microsoft includes Customer feedback in them. These rights survive Customer's volume licensing agreement.

## 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.

#### *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 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.

### *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/](https://www.tomtom.com/en_GB/thirdpartyproductterms/)).

### *Imagery Data*

Azure Maps uses imagery from Microsoft Bing. Use of imagery content is subject to the following:

- Bing Imagery is subject to the Bing Maps Notice in the [Notices](#) section.
- Customers may not use any means to subvert the restrictions listed above and gain access to imagery content.

### *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*

Customers may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps. In addition, customers using the Azure Maps Render V2 API must use the "Get Map Attribution service" to obtain the copyright attribution text and display it in their applications.

## Azure Orbital

### *Authorization Required*

Customers may not use the Azure Orbital service to receive signals from or transmit signals to a satellite space station without the authorization of its operator. By subscribing to the Azure Orbital service, you represent to Microsoft that your intended operations will occur only with the satellite space-station operator's consent.

## Azure Private 5G Core

### *Software License*

Subject to the following terms and conditions, Microsoft grants you a nonexclusive, limited, royalty-free, nontransferable right to use the Azure Private 5G Core software solely as part of an Azure Private MEC Solution. Customer agrees that it will only use Azure Private 5G Core after review by Microsoft and may be required to assent to additional terms and conditions, visit [aka.ms/ap5gcvalidation](https://aka.ms/ap5gcvalidation).

## Azure Stack HCI

### *Privacy Notice*

Microsoft will be a controller of Personal Data when customers turn on collection of Windows diagnostic data as described in product documentation. When Microsoft is a controller, Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at [aka.ms/privacy](https://aka.ms/privacy), and the Data Protection Addendum terms do not apply.

### *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 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.

### *Customer Support*

Any customer support for Azure Stack HCI that may be available from Microsoft requires that Azure Stack HCI runs on server hardware that is pre-validated and listed in the Azure Stack HCI catalog or any successor.

## Azure Stack Hub

### *Privacy Notice*

Microsoft will be a controller of Personal Data when customers turn on collection of Windows diagnostic data as described in the Product documentation. When Microsoft is a controller, Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at [aka.ms/privacy](https://aka.ms/privacy), and the Data Protection Addendum terms do not apply.

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.



### *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).

## 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.

## Azure SQL Edge

### *IoT Device*

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 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 SQL Managed Instance

### *SQL Server Fail-over Rights*

Azure SQL Managed Instances include the following Fail-over entitlements:

- One geo-secondary specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

Customer may also run Primary Workload and its disaster recovery replica 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 replica:

- Database consistency checks or Checkdb
- Executing backups

- Monitoring resource usage data

The number of vCores used may not exceed the vCore size of the corresponding Primary Workload, except for brief periods during upscaling, downscaling, and failover events. Replicas may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

## Azure SQL Server Virtual Machines

### *SQL Server Fail-over Rights*

SQL Server Virtual Machines include the following Fail-over entitlements:

- One Fail-over OSE for any purpose, including high availability; and
- One Fail-over OSE specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

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
- Executing backups
- Monitoring resource usage data

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. The number of vCores used may not exceed the vCore size of the corresponding Primary Workload. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

## Azure Virtual Desktop Per User Access

### *Definitions*

"End User" means a third-party individual that acquires Azure Virtual Desktop Customer Solution from Customer for End User's own internal use (without the right to resell or redistribute it).

"Azure Virtual Desktop Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Azure Virtual Desktop.

### *Use Rights*

Azure Virtual Desktop per user access licenses are only available for Customer's external commercial purposes to serve Azure Virtual Desktop Customer Solutions to third parties on Azure. Customer may not use the licenses acquired under this model for internal purposes. Customer may assign no more than one million user identities licensed under this model to its Azure Virtual Desktop session hosts.

To access Azure Virtual Desktop for internal business purposes Customer may acquire select Windows Enterprise and Microsoft 365 licenses. Please see the relevant product sections for more details.

### *End User Entitlements*

End Users may connect to up to five Azure Virtual Desktop session hosts at once.

### *Hosting Entitlement*

The General Service Terms Azure Customer Solution clause does not apply. Notwithstanding the general restrictions in Customer's agreement that preclude reselling, redistributing, or using the Products to offer commercial hosting services to third parties, Customer may, subject to the conditions set forth below:

Combine Azure Virtual Desktop per user access licenses with applications owned or licensed by Customer or a third party to create an Azure Virtual Desktop Customer Solution solely for use on Microsoft Azure, and permit End Users to access and use Azure Virtual Desktop per user access licenses in connection with the use of that Azure Virtual Desktop Customer Solution on a rental, subscription or services basis (whether or not a fee for such use is paid).

### *Additional Terms*

**Indemnification.** Customer agrees to defend Microsoft from and against any claim by an End User, third party, and/or regulatory authority arising from, or in connection with, the Azure Virtual Desktop Customer Solution provided to End Users. Customer will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section. The obligations under this section are not subject to the limitation of liability or exclusion of certain damages under Customer's volume licensing agreement.

**Support.** Microsoft is not obligated to provide support services to Customer or its End Users in connection with the Azure Virtual Desktop Customer Solution. Customer alone is responsible for providing technical support to End Users for all aspects and components of the Azure Virtual Desktop Customer Solution, either itself or by obtaining and continuously maintaining support for its End Users through Microsoft or a third party. Customer must inform End Users of this fact. Any support from Microsoft for questions or issues that arise as part of Customer's support of the Azure Virtual Desktop Customer Solution must be obtained under a separate support services agreement.

### *END USER AGREEMENT REQUIREMENTS*

Company must:

- Notify each End User before or at the time of purchase (in the appropriate language versions for the locations in which Company will deliver the Azure Virtual Desktop Customer Solution) that the Azure Virtual Desktop Customer Solution contains Microsoft technology that is subject to certain license terms and that the End User must agree to the license terms before using the Product.
- Include the following acknowledgment in the credit screen or about screen and documentation of any Azure Virtual Desktop Customer Solution: "© Copyright 2021 Microsoft Corporation. All rights reserved."
- Present and execute license terms in a manner that forms a contract binding the End User under applicable law. Such license terms must contain the substance of the requirements contained in the following exemplar:

### **TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE & ONLINE SERVICES**

This document governs the use of software and online services ("Software Services") that [insert Service Provider's name] ("Service Provider") provides to you on a rental, subscription or services basis, and that include Microsoft software and online services ("Microsoft Products"). Service Provider does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of which Service Provider must inform you. Your right to use the Microsoft Products is subject to the terms of your agreement with Service Provider, and to your understanding of, compliance with, and consent to the following terms and conditions, which Service Provider does not have authority to vary, alter, or amend.

- **OWNERSHIP OF MICROSOFT PRODUCTS.** The Microsoft Products are licensed to Service Provider from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Microsoft Products and related elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Microsoft Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Microsoft Products. The Microsoft Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Microsoft Products does not transfer any ownership of the Microsoft Products or any intellectual property rights to you.
- **USE OF SOFTWARE SERVICES.** You may use the Software Services only in accordance with your agreement with Service Provider and these terms. These terms permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Software Services.
- **COPIES.** You may not make any copies of the Products.
- **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILE AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Service Provider.
- **TERMINATION.** Without prejudice to any other rights, Service Provider may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Service Provider or Service Provider's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Service Provider.
- **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Service Provider and not by Microsoft, its affiliates or subsidiaries.
- **PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Service Provider or a third party on Service Provider's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.
- **NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
- **EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
- **LIABILITY FOR BREACH.** In addition to any liability you may have to the Service Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and

conditions.

- **INFORMATION DISCLOSURE.** You must permit Service Provider to disclose any information requested by Microsoft under the Service Provider's Agreement. Microsoft will be an intended third-party beneficiary of your agreement with Service Provider, with the right to enforce provisions of your agreement with Service Provider and to verify your compliance.
- **PRIVACY AND DATA PROTECTION.** The Software Service will be provided by Service Provider you under its privacy policy.

## Azure VMware Solution

### *Professional Services Data Transfer to VMware*

If customer contacts Microsoft for technical support relating to Azure VMware Solution and Microsoft must engage VMware for assistance with the issue, Microsoft will transfer the Professional Services Data and the Personal Data contained in the support case to VMware. The transfer is made subject to the terms of the Support Transfer Agreement between VMware and Microsoft, which establishes Microsoft and VMware as independent processors of the Professional Services Data. Before any transfer of Professional Services Data to VMware will occur, Microsoft will obtain and record consent from customer for the transfer.

### *VMware Data Processing Agreement*

Once Professional Services Data is transferred to VMware (pursuant to the above section), the processing of Professional Services Data, including the Personal Data contained the support case, by VMware as an independent processor will be governed by the VMware Data Processing Agreement for Microsoft AVS Customers Transferred for L3 Support ([https://rc.portal.azure.com/verifyLink?href=https%3A%2F%2Fwww.vmware.com%2Fvmware-dpa-for-avs-customers.html&id=Microsoft\\_Azure\\_Marketplace](https://rc.portal.azure.com/verifyLink?href=https%3A%2F%2Fwww.vmware.com%2Fvmware-dpa-for-avs-customers.html&id=Microsoft_Azure_Marketplace)). Customer also gives authorization to allow its representative(s) who request technical support for Azure VMware Solution to provide consent on its behalf to Microsoft for the transfer of the Professional Services Data to VMware.

### *Deployment and Usage Information*

Customer authorizes Microsoft to share with VMware its status as a customer of Azure VMware Solution and associated Azure VMware Solution deployment and usage information.

## Cognitive Services and Applied AI Services

For the purposes of this section, "Services" means collectively Cognitive Services and Applied AI Services.

### *Product documentation*

Microsoft may provide technical documentation regarding the appropriate operation applicable to the 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 the Services in accordance with such documentation, as applicable.

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

### *Limited Access Services*

Certain Services (or versions thereof) require registration and are subject to limitations on access and use based on Microsoft's eligibility and use criteria, as updated by Microsoft from time to time ("Limited Access Services"). The following Cognitive Services and Applied AI Services are Limited Access Services:

- Azure Cognitive Services Customized Text-to-Speech service
- Azure Cognitive Services Face API service
- Azure Cognitive Services Computer Vision service (Celebrity Recognition)
- Azure Cognitive Services Speaker Recognition service
- Azure Video Indexer Applied AI Service
- Azure OpenAI Service
- Azure OpenAI Service (Modified Content Filtering/Monitoring)

*NOTE: In addition to the services listed here, (i) Cognitive Services and Applied AI Services preview services may be designated, in applicable preview terms, as subject to Limited Access Services terms; and (ii) certain versions of Cognitive Services and Applied AI Services, such as versions in containers, may be designated, in product documentation or otherwise, as subject to Limited Access Services terms.*

Customer agrees that it will only use Limited Access Services (including when used in a Customer Solution) in accordance with the applicable product terms, product documentation, and these Limited Access Services terms; solely for the permitted uses specified in its registration form; and in accordance with any commitments and/or representations made in its Limited Access Services registration form. Customer agrees to provide current, complete, and accurate information in all registration forms and other materials provided to Microsoft pursuant to these Limited Access Service terms. Microsoft may require Customer from time to time to re-verify that all information submitted to Microsoft regarding Customer and Customer's use of the Limited Access Services remains accurate, complete, and up to date, and that Customer is using the Limited Access Services in accordance with the information submitted and these terms. Customer agrees to respond to requests for re-verification from Microsoft within ten (10) 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 or eligibility for access to Limited Access Services, Customer agrees to reasonably cooperate with Microsoft to provide such information within thirty (30) business days of request.

Microsoft may re-assess Customer's eligibility to access and use Limited Access Services from time to time. If Microsoft determines that Customer no longer meets Microsoft's eligibility and use criteria for a Limited Access Service (or that Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft will provide Customer with 12 months' notice before discontinuing Customer's access to and use of that Limited Access Service, unless security, legal, or system performance considerations require an expedited discontinuation of access. This does not apply to Previews, and does not affect any other rights and remedies available to Microsoft with respect to Customer's use of Services.

In addition to Microsoft's right to discontinue access to and use of a Limited Access Service when Customer no longer meets Microsoft's eligibility and use criteria (or Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft may suspend or terminate Customer's access to these Limited Access Services for non-compliance with any of the terms in this section, without advance notice but only to the extent reasonably necessary under the circumstances.

### *Azure OpenAI Service*

In addition to the Limited Access Services terms above, the following terms apply to the use of the Azure OpenAI Service.

### Use Limitations

- **Product documentation.** Microsoft may limit Customer's access to or use of Output Content or the Azure OpenAI Service if Microsoft has a reasonable basis to believe that the Output Content or Customer's use of the Azure OpenAI Service is inconsistent with requirements in the product documentation for the Azure OpenAI Service, as updated from time to time. "Output Content" means any data or content output by the Azure OpenAI Service.
- **Acceptable uses.** Microsoft may limit Customer's access to or use of Output Content or the Azure OpenAI Service if Microsoft has a reasonable basis to believe that the Output Content or Customer's use of the Azure OpenAI Service (i) violates the Acceptable Use Policy for Online Services; or (ii) is inconsistent with the information submitted in connection with Customer's Limited Access Service registration form.
- **Reverse engineering.** Customer may not use the Azure OpenAI Service to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.
- **Extracting data.** Customer may not use web scraping, web harvesting, or web data extraction methods to extract data from the Azure OpenAI Service or from Output Content.

### Data Access and Use

- **Data.** Except as provided below, as part of providing the Azure OpenAI service, Microsoft will process and store Customer Data submitted to the service, as well as Output Content, for purposes of monitoring for and preventing abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review data that has triggered our automated systems to investigate and verify potential abuse. For customers who have deployed Azure OpenAI service in the European Economic Area, the authorized Microsoft employees will be located in the European Economic Area. See the Azure OpenAI product documentation <https://learn.microsoft.com/azure/cognitive-services/openai/> for more information.
- **Limited exception.** The foregoing Customer Data processing terms will not apply if and to the extent Customer is approved for and complies with all requirements to use the Azure OpenAI service with Modified Content Filtering and/or Abuse Monitoring.

### Third Party Claims

Customer is responsible for responding to any third-party claims regarding Customer's use of the Azure OpenAI Service in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to Output Content output during Customer's use of the Azure OpenAI Service).

### *Customized Text-to-Speech (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 the 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.

#### *Services in Containers*

Services features that are available in containers 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. Customer may install and use any number of containers on Customer's hardware devices that are dedicated to Customer's exclusive use, subject to the conditions specified below for connected and disconnected containers, respectively. For containers installed on dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates, the Outsourcing Software Management clause of the Universal License Terms for All Software.

Microsoft may offer required and/or optional updates or supplements to the services in containers. If an update is required, Customer will update the container in accordance with the Microsoft notice requirements; failure to perform these updates may affect the container's functionality and/or the container may stop operating.

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.

Because the operating environment of containers installed on Customer's dedicated hardware is not under Microsoft's control, the terms of the DPA do not apply to those containers, except to the extent a) any Personal Data is collected in connection with a billing endpoint, or b) Customer Data is provided to Microsoft for custom model training prior to download of the Service operating in the container.

**Connected Containers:** Connected containers are designed to connect to a billing endpoint. Customer must configure any connected containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of the container(s). In addition to the rights to install and use containers on dedicated hardware, Customer may also install and use any number of connected containers in Customer's Microsoft Azure Service accounts; all rights to install and use connected containers are subject to Customer's enabling and maintaining metering for all such containers.

**Disconnected Containers:** Disconnected containers are intended for use with no online connectivity to an



Azure billing endpoint. Disconnected containers are subject to the terms for Limited Access Services. Disconnected containers have limited capacity workloads and usage is measured in units. As specified in the terms for Purchasing Microsoft Azure Services, Customer must pay upfront for a commitment tier at the number of units necessary to meet Customer's actual service usage for each license period. Customer has the rights specified above to install and use disconnected containers on dedicated hardware provided that the aggregate service usage in all Customer's disconnected containers does not exceed the usage for which Customer has paid for the applicable license period. Disconnected container units expire at the end of the license period, and Customer must activate (or reactivate, as applicable) disconnected container units before the beginning of the next license period. If Customer fails to reactivate a disconnected container prior to the expiration of the applicable license period, the disconnected container will stop operating after the license expires.

#### *Inactive Services Configurations and Custom Models*

For the purposes of data retention and deletion, a 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.

## Defender for Cloud - Use on Devices Managed by Third-Parties

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Cloud with workloads running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

## 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>.

## 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.

## 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.

## Multi-Cloud Scanning Connectors for Microsoft Purview

To enable interoperability with Customer's deployments with other cloud providers, Microsoft may operate within such other clouds certain optional, discrete data scanner functionality for Customer's data hosted in such other clouds (the "Multi-Cloud Scanning Connectors for Microsoft Purview"). Microsoft will disclose in its documentation how Customer may enable and use the Multi-Cloud Scanning Connectors for Microsoft Purview. For clarity, the Multi-Cloud Scanning Connectors for Microsoft Purview is a separate add-on to Microsoft Purview. The Multi-Cloud Scanning Connectors for Microsoft Purview is not a Microsoft Azure Core Service and the following sections of the DPA do not apply to the Multi-Cloud Scanning Connectors for Microsoft Purview: "Educational Institutions", "CJIS Customer Agreement", "HIPAA Business", and "Appendix A - Security Measures".

With respect solely to the Multi-Cloud Scanning Connectors for Microsoft Purview, the following modifications to the DPA apply:

- **Data Access:** Microsoft employs least privilege access mechanisms to control access to Customer Data (including any Personal Data therein). Microsoft employs role-based access controls to ensure that Microsoft's access to Customer Data required for service operations is for an appropriate purpose and approved with management oversight.
- **Auditing Compliance:** Microsoft's commitments in the Auditing Compliance section of the DPA do not extend to third-party computers, computing environments or physical data centers used by the Multi-Cloud Scanning Connectors for Microsoft Purview.

Standard data protection terms offered by those other cloud providers govern your use of the Multi-Cloud Scanning Connectors for Microsoft Purview while the add-on is hosted in such other clouds.

## 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.

## **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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## **Microsoft Azure User Plans**

<b>Qualifying License(s)</b>	<b>Add-on User Subscription License(s)</b>
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)

# **Microsoft Dynamics 365 Services**

## **Availability**

<b>Product</b>	<b>Program Attribute</b>
Cloud Scale Unit Add-in for Dynamics 365 Supply Chain Management (SL)	Additional Product
Dataverse Database Capacity	Additional Product
Dataverse File Capacity	Additional Product

Dataverse Log Capacity	Addition al Product
Dynamics 365 Additional Asset Management	Addition al Product, USGCC
Dynamics 365 Commerce (User SL)	Addition al Product
Dynamics 365 Commerce Add-on (User SL)	Addition al Product
Dynamics 365 Commerce From SA (User SL)	Addition al Product
Dynamics 365 Commerce Ratings and Reviews	Addition al Product
Dynamics 365 Commerce Recommendations	Addition al Product
Dynamics 365 Commerce Scale Unit - Cloud	Addition al Product
Dynamics 365 Conversation Intelligence	Addition al Product
Dynamics 365 Customer Insights	Addition al Product, USGCC
Dynamics 365 Customer Insights B2B Accounts Add-on	Addition al Product, USGCC
Dynamics 365 Customer Insights B2C Profiles Add-on	Addition al Product, USGCC
Dynamics 365 Customer Insights Real-Time Data	Addition al Product, USGCC
Dynamics 365 Customer Service Chat	Addition al Product, USGCC
Dynamics 365 Customer Service Digital Messaging	Addition al Product
Dynamics 365 Customer Service Enterprise (Device SL)	Addition al Product, USGCC

Dynamics 365 Customer Service Enterprise (User SL)	Addition al Product, USGCC
Dynamics 365 Customer Service Professional (User SL)	Addition al Product, USGCC
Dynamics 365 Customer Voice	Addition al Product, USGCC
Dynamics 365 Customer Voice Additional Responses	Addition al Product, USGCC
Dynamics 365 Customer Voice and Digital Messaging	Addition al Product, USGCC
Dynamics 365 e-Commerce Tier	Addition al Product
Dynamics 365 e-Commerce Tier Overage	Addition al Product
Dynamics 365 Field Service - Resource Scheduling Optimization	Addition al Product
Dynamics 365 Field Service (Device SL)	Addition al Product, USGCC
Dynamics 365 Field Service (User SL)	Addition al Product, USGCC
Dynamics 365 Finance (User SL)	Addition al Product
Dynamics 365 Finance Add-on (User SL)	Addition al Product
Dynamics 365 Finance From-SA (User SL)	Addition al Product
Dynamics 365 Fraud Protection	Addition al Product
Dynamics 365 Fraud Protection Additional Capacity	Addition al Product
Dynamics 365 Guides (Device SL)	Addition al Product

Dynamics 365 Guides (User SL)	Addition al Product
Dynamics 365 Human Resources (User SL)	Addition al Product
Dynamics 365 Human Resources from SA (User SL)	Addition al Product
Dynamics 365 Human Resources Sandbox	Addition al Product
Dynamics 365 Human Resources Self Service (User SL)	Addition al Product
Dynamics 365 Intelligent Order Management	Addition al Product, Student Offering
Dynamics 365 Marketing (SL)	Addition al Product
Dynamics 365 Marketing Additional Contacts Tiers 1-5	Addition al Product
Dynamics 365 Marketing Additional Interactions Tiers 1-5	Addition al Product
Dynamics 365 Operations - Activity (User SL)	Addition al Product
Dynamics 365 Operations - Activity Add-on (User SL)	Addition al Product
Dynamics 365 Operations - Activity From SA (User SL)	Addition al Product
Dynamics 365 Operations - Additional Database Capacity	Addition al Product
Dynamics 365 Operations - Additional File Capacity	Addition al Product
Dynamics 365 Operations - Device (Device SL)	Addition al Product
Dynamics 365 Operations - Device Add-on (Device SL)	Addition al Product
Dynamics 365 Operations - Device From SA (Device SL)	Addition al Product
Dynamics 365 Operations - Order Lines	Addition al Product

Dynamics 365 Operations - Sandbox Tiers 2-5	Addition al Product
Dynamics 365 Project Operations (User SL)	Addition al Product
Dynamics 365 Remote Assist (Device SL)	Addition al Product
Dynamics 365 Remote Assist (User SL)	Addition al Product
Dynamics 365 Routing Overage	Addition al Product
Dynamics 365 Sales Enterprise (Device SL)	Addition al Product, USGCC
Dynamics 365 Sales Enterprise (User SL)	Addition al Product, USGCC
Dynamics 365 Sales Insights (User SL)	Addition al Product
Dynamics 365 Sales Premium (User SL)	Addition al Product
Dynamics 365 Sales Professional (User SL)	Addition al Product
Dynamics 365 Supply Chain Management (User SL)	Addition al Product
Dynamics 365 Supply Chain Management Add-on (User SL)	Addition al Product
Dynamics 365 Supply Chain Management From-SA (User SL)	Addition al Product
Dynamics 365 Team Members (User SL)	Addition al Product, USGCC
Dynamics 365 Team Members Add-on (User SL)	Addition al Product, USGCC
Dynamics 365 Team Members From SA (User SL)	Addition al Product, USGCC
Edge Scale Unit Add-in for Dynamics 365 Supply Chain Management (SL)	Addition al Product, USGCC

Microsoft Relationship Sales	Additional Product
Professional Direct Support	Additional Product, USGCC
Sensor Data Intelligence Additional Machines Add-in for Dynamics 365 Supply Chain Management	Additional Product
Sensor Data Intelligence Scenario Add-in for Dynamics 365 Supply Chain Management	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All, except Microsoft Relationship Sales
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All, except Microsoft Relationship Sales
<a href="#">Reduction Eligible (SCE)</a>	All, except Microsoft Relationship Sales
<a href="#">True-Up Eligible</a>	All

## Azure availability

Certain Microsoft Dynamics 365 services may be available for purchase as an Azure meter which allows customers to pay as you go for certain services as outlined in the [Azure Purchasing Services](#) and the [Azure Payment and Fees](#) sections. The individual licensing terms for these products are applicable for these Dynamics 365 services, in addition to the [Azure Purchasing Services](#) and the [Azure Payment and Fees](#) sections.

## Unified Service Desk (USD)

Customers with active Dynamics 365 Customer Service Enterprise subscriptions may install and use USD software for each user. [Servers](#) used for this purpose, 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.

## Dynamics CustomerSource

Customers with active Dynamics 365 subscriptions may access and use CustomerSource.



## Dynamics 365 Plan for Government

Dynamics 365 Supply Chain Management, Finance, Commerce, and Human Resources are not available in Dynamics 365 Plan for Government.

## Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

## Prerequisites for Base and Attach user subscription licenses

When purchasing multiple core Business Applications, the first or Base license must be the highest priced license for the user. Every full user must have a Base license. Dynamics 365 attach user SLs may only be assigned to users with qualifying application licenses.

## Dynamics 365 Remote Assist and Dynamics 365 Guides

External Users may access and use the above software on devices licensed with a Dynamics 365 Remote Assist Device SL or Dynamics 365 Guides Device SL.

## Dual Use Rights

Certain Dynamics 365 SLs may allow access to the on-premises equivalent. This is mapped in the table below:

Dynamics 365 License	On-Premises Software access	On-Premises Server
Dynamics 365 Sales Enterprise	Dynamics 365 for Sales (On-Premises)	Dynamics 365 (On-Premises)
Dynamics Customer Service Enterprise	Dynamics 365 for Customer Service (On-Premises)	
Dynamics 365 Field Service	Dynamics 365 for Field Service functionality (On-Premises)	
Dynamics 365 Operations - Activity	Dynamics 365 for Operations Activity (on-premises)	Dynamics 365 for Operations, on-premises
Dynamics 365 Operations - Device	Dynamics 365 for Operations Device (on-premises)	
Dynamics 365 Finance	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Human Resources	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Supply Chain Management	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Commerce	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Team Members	Dynamics 365 for Team Members (on-premises)	Dynamics 365 (On-Premises) or Dynamics 365 for Operations, on-premises
Dynamics 365 Business Central Essentials**	Dynamics 365 Business Central Essentials (On-Premises)	Dynamics 365 Business Central (On-Premises)

Dynamics 365 Business Central Essentials**	Dynamics 365 Business Central Essentials (On-Premises)	Dynamics 365 Business Central (On-Premises)
Dynamics 365 Business Central Premium**	Dynamics 365 Business Central Premium (On-Premises)	
Dynamics 365 Business Central Team Members**	Dynamics 365 Business Central Team Members (On-Premises)	
Dynamics 365 Business Central - Device**	Dynamics 365 Business Central - Device (On-Premises)	

*\*On-premises dual use rights only apply for the specific Dynamics 365 for Operations applications for which the user has a cloud SL. For example, a user licensed for Finance may only use the Dynamics 365 on-premises security roles associated with the Finance USL.*

*\*\*Only available for Microsoft Cloud Agreement (MCA)*

## License Prerequisites

Purchases of the following Licenses also require the purchase of a Prerequisite License listed in the table below:

License	License Prerequisites (Base License only)
Dynamics 365 Team Members	Dynamics 365 user SLs other than the Team Members SL
Dynamics 365 Marketing Attach*	<b>10 or more seats of ONE the following:</b> Dynamics 365 Customer Service Enterprise Dynamics 365 Customer Service Professional Dynamics 365 Sales Enterprise Dynamics 365 Sales Premium Dynamics 365 Sales Professional Dynamics 365 Field Service Dynamics 365 Finance Dynamics 365 Supply Chain Management Dynamics 365 Commerce Microsoft Relationship Sales
Dynamics 365 Sales Insights	Dynamics 365 Sales Enterprise, or Dynamics 365 Sales Premium, or Microsoft Relationship Sales
Dynamics 365 Conversation Intelligence	Dynamics 365 Sales Insights

Dynamics 365 Customer Insights Attach	Dynamics 365 Marketing, or <b>20 or more seats of ONE of the following:</b> Dynamics 365 Sales Enterprise Dynamics 365 Sales Premium Dynamics 365 Customer Service Enterprise Microsoft Relationship Sales
Chat for Dynamics 365	Dynamics 365 Customer Service Enterprise
Dynamics 365 Intelligent Order Management User SL	Dynamics 365 Intelligent Order Management
Dynamics 365 Customer Service Messaging	Dynamics 365 Customer Service Enterprise
Sensor Data Intelligence Scenario Add-in for Dynamics 365 Supply Chain Management	Dynamics 365 Supply Chain Management
Cloud Scale Unit Add-in for Dynamics 365 Supply Chain Management	
Edge Scale Unit Add-in for Dynamics 365 Supply Chain Management	
Dynamics 365 e-Commerce Tier	
Dynamics 365 Commerce Scale Unit - Cloud	Dynamics 365 Commerce
Dynamics 365 Commerce Recommendations	
Dynamics 365 Commerce Ratings and Reviews	

*\*Users with less than 10 seats of the Prerequisites or are new to Dynamics may purchase the Marketing (Standalone) application*

## Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY	Minimum purchased Base Licenses
Microsoft Relationship Sales	10	Microsoft Relationship Sales
Dynamics 365 Commerce* Dynamics 365 Finance* Dynamics 365 Supply Chain Management* Dynamics 365 Project Operations*	20	Dynamics 365 Finance, and/or Dynamics 365 Supply Chain Management, and/or Dynamics 365 Commerce, and/or Dynamics 365 Project Operations
Dynamics 365 Human Resources	5	Dynamics 365 Human Resources
Professional Direct Support	20 (250 maximum - once met all remaining users are covered with no additional licenses required)	All Dynamics applications

Dynamics 365 Marketing Additional Interactions	Tier 3: 2 Tier 4: 5 Tier 5: 10	Dynamics 365 Marketing Additional Interactions Tier 3  Dynamics 365 Marketing Additional Interactions Tier 4  Dynamics 365 Marketing Additional Interactions Tier 5
Dynamics 365 Marketing Additional Contacts	Tier 3: 2 Tier 4: 5 Tier 5: 10	Dynamics 365 Marketing Additional Contacts Tier 3  Dynamics 365 Marketing Additional Contacts Tier 4  Dynamics 365 Marketing Additional Contacts Tier 5

*\*Customers may combine Finance, Supply Chain Management, Commerce, or Project Operations base USLs and/or device (2.5 device SLs equal 1 base USL) Licenses and/or eCommerce (one unit of any eCommerce Tier SKU) to satisfy the 20-user minimum purchase. Not applicable to CSP.*

## Service Specific Terms

### Notices

The Bing Maps, Communication Services, and Professional Services Notices apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice. In addition, Azure Media Services H.265/HEVC Encoding, H.264/AVC Visual Standard, and VC-1 Video Standard apply only to Dynamics 365 Commerce. (refer to [Notices](#))

### External Users

External Users of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) External Users using Dynamics 365 client software with Dynamics 365 Services other than services or components included in Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, Dynamics 365 Human Resources, or Dynamics 365 Project Operations.

### Administration Portal

Customers with Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 Commerce, Dynamics 365 Human Resources, or Dynamics 365 Project Operations SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

### Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 Sales Professional and Enterprise licenses, (ii) Dynamics 365 Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Business Central and any of the following: Dynamics 365 Finance, Dynamics 365 Supply Chain Management, or Dynamics 365 Project Operations licenses if,

- Each Online Service is deployed under a separate instance, and

- Licensed users only access instances for which they are entitled.

## Third-Party Funds Transfers

Certain Dynamics 365 services may make third-party services available that allow Customer to transfer funds to Customer's end users or other recipient using that third-party service. Customer's use of any third-party service to transfer funds is governed by the terms and conditions of that third-party service. The third-party service provider is solely responsible for the receipt and transmission of funds. Microsoft is not responsible for any aspect of the third-party service and does not at any point hold, own or control funds, actually or constructively receive, take possession of or hold any money or monetary value for transmission, or advertise, solicit or hold itself out as receiving money for transmission.

## Dynamics 365 Marketing

### *Promotional Laws, Regulations, and Industry Standards*

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

## Dynamics 365 Supply Chain Management, Finance, Commerce, and Project Operations Source Code

Customer may modify for its internal use the X++ application layer source code for Dynamics 365 Supply Chain Management, Dynamics 365 Finance, Dynamics 365 for Commerce, or Dynamics 365 Project Operations.

## Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 for Sales Professional, Dynamics 365 Customer Service Professional, Dynamics 365 for Marketing, Dynamics 365 for Human Resources, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

### *Dynamics 365 for Operations on-premises Server*

Customer's with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Unified Operations Plan (or any separately licensed component of the Plan) may,

- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

### *Dynamics 365 on-premises Server*

Customers with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Customer Engagement Plan (or any separately licensed component of the Plan) may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

### *Dynamics 365 Business Central on-premises*

Customers with active subscriptions for Dynamics 365 Business Central may,

- install any number of copies of Dynamics 365 Business Central on-premises software on a network server or shared servers;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 Business Central Premium, Essentials, or Team Member CALs. Users and devices assigned CALs with an active maintenance plan may access new versions of the server software.

## Microsoft Relationship Sales

Microsoft Relationship Sales includes Dynamics 365 for Sales Enterprise and LinkedIn Sales Navigator Advanced Plus Edition. LinkedIn Sales Navigator Advanced Plus Edition is for the sole use of the Microsoft Relationship Sales Licensed User for the duration of the subscription.

### *LinkedIn Sales Navigator*

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at <https://www.linkedin.com/legal/preview/user-agreement>. Despite anything to the contrary in Customer's volume licensing agreement (including these Product Terms), the LinkedIn Privacy Policy available at <https://www.linkedin.com/legal/privacy-policy> will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the LinkedIn Data Processing Agreement located at <https://legal.linkedin.com/dpa>.

## Dynamics 365 for Operations Order Lines

Users or devices do not require an SL to indirectly (not through a client UI) execute the transaction types designated in the Dynamics 365 Licensing Guide (<https://go.microsoft.com/fwlink/?LinkId=866544&clid=0x409>). The number of allowed transactions is limited to the number of order lines licensed.

## Dynamics 365 Customer Insights

### *Microsoft Provided Data and Insights*

Dynamics 365 Customer Insights may include Microsoft provided data and insights (including, but not limited to, market segment and brand affinity data and insights), which Customer may use for internal business purposes only.

## Dynamics 365 Fraud Protection

Dynamics 365 Fraud Protection (DFP) processes Customer Data of DFP Customers as described in the Microsoft Dynamics 365 Trust Center to provide the service, which includes providing insights to Customer about the likelihood of fraud for the Customer's payment transactions and other fraud-related events ("Fraud Insights"). Customer acknowledges and agrees that (i) the Customer Data provided to the Online Service will be deidentified and combined with deidentified Customer Data of other D365 Fraud Protection Customers; (ii) Customer will be unable to access, extract, or delete the deidentified Customer Data that is used to generate Fraud Insights; and (iii) when Customer's subscription to Dynamics 365 Fraud Protection ends, Microsoft will continue to process the deidentified Customer Data for the sole purpose of providing Fraud Insights to other Dynamics 365 Fraud Protection Customers. Fraud Insights generated by Microsoft do not reveal Customer Data or other identifiable information of any Customer using Dynamics 365 Fraud Protection.

### *Restrictions on Use*

Customer may only use the Fraud Insights to prevent fraud and help identify legitimate transactions. Customer agrees it will not use Fraud Insights (i) as the sole factor in determining whether to proceed with a payment transaction; (ii) as a factor in determining any person's financial status, financial history, creditworthiness, or eligibility for insurance, housing, or employment; or (iii) to make decisions that produce legal effects or significantly affect a person. Microsoft, in providing Dynamics 365 Fraud Protection, is not a "credit reporting agency" and does not provide "consumer reports" or "credit referencing" (as those practices are defined in the United States' Fair Credit Reporting Act, the United Kingdom's Financial Services and Markets Act, or similar laws).

Customer agrees to comply with any additional restrictions on the use of the Fraud Insights, as Microsoft may deem necessary. Customer shall confirm its compliance with the restriction on use of the Fraud Insights to Microsoft in writing within ten (10) days of receiving a request to do so by Microsoft. If Microsoft needs additional information to assure compliance with these restrictions, Customer will cooperate with Microsoft to provide such information, including documentation, within 30 business days of request.

## Communication Services

Certain Dynamics 365 services have voice and text services provided by Azure Communication Services. For these services, the Azure Communication Services terms below apply.

### *Customer Responsibility*

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

### *Notices*

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

### *Recording and Transcription*

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

### *Microsoft Teams Interoperability*

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Teams user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

### *License Terms Precedence*

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service 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.

### *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.

### *Defense of Claims*

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors, agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

### *Messaging Application*

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

### *Messaging Policy*

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend



or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at <https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy>.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## Microsoft Dynamics 365 Services

Qualifying License(s)	Add-on User Subscription License(s)
Dynamics 365 Team Members User CAL	Dynamics 365 Team Members Add-on
Dynamics 365 Sales User CAL	Dynamics 365 Sales Professional Add-on
	Dynamics 365 Sales Enterprise Add-on
Dynamics 365 Customer Service User CAL	Dynamics 365 Customer Service Professional Add-on
	Dynamics 365 Customer Service Enterprise Add-on

## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## Microsoft Dynamics 365 Services

Dynamics Price List (DPL) customers with an active Dynamics Enhancement Plan for the Qualifying Licenses may purchase the corresponding Dynamics 365 From SA SLs. Volume Licensing and Dynamics Price List

(DPL) customers are eligible to license the From SA SLs in a licensing program other than the one the Qualifying License was acquired.

#### Microsoft Dynamics 365 Services (User)

Qualifying License(s)	From SA User SL
Dynamics AX User CAL	Dynamics 365 Business Central Essentials From SA
Dynamics C5 User CAL	
Dynamics GP User CAL	
Dynamics NAV User CAL	
Dynamics SL User CAL	
Dynamics POS	
Dynamics RMS	
Microsoft XAL User CAL	Dynamics 365 Business Central Premium From SA Dynamics 365 Business Central Team Members From SA Dynamics 365 Commerce From SA Dynamics 365 Human Resources From SA Dynamics 365 Finance From SA Dynamics 365 Operations – Activity From SA Dynamics 365 Project Operations From SA* Dynamics 365 Supply Chain Management From SA Dynamics 365 Team Members From SA
Dynamics CRM User CAL	Dynamics 365 Customer Service Enterprise From SA Dynamics 365 Customer Service Professional From SA Dynamics 365 Sales Enterprise From SA Dynamics 365 Sales Professional From SA Dynamics 365 Team Members From SA
Dynamics 365 Team Members User CAL	Dynamics 365 Team Members From SA
Dynamics 365 Customer Service User CAL	Dynamics 365 Customer Service Enterprise From SA Dynamics 365 Customer Service Professional From SA
Dynamics 365 Operations, on-premises User CAL	Dynamics 365 Commerce From SA Dynamics 365 Finance From SA Dynamics 365 Human Resources From SA Dynamics 365 Operations – Activity From SA Dynamics 365 Project Operations From SA* Dynamics 365 Supply Chain Management From SA Dynamics 365 Team Members From SA
Dynamics 365 Sales User CAL	Dynamics 365 Sales Enterprise From SA Dynamics 365 Sales Professional From SA
Dynamics 365 Business Central, on-premises User Cal	Dynamics 365 Business Central Essentials From SA Dynamics 365 Business Central Premium From SA Dynamics 365 Business Central Team Members From SA

\*Not eligible for CSP

#### Microsoft Dynamics 365 Services (Device)

Qualifying License(s)	From SA User SL
Dynamics AX Device CAL	Dynamics 365 Business Central Device From SA
Dynamics GP Device CAL	
Dynamics NAV Device CAL	
	Dynamics 365 Operations – Device From SA

Dynamics AX Device CAL	Dynamics 365 Business Central Device From SA Dynamics 365 Operations – Device From SA
Dynamics GP Device CAL	
Dynamics NAV Device CAL	
Dynamics SL Device CAL	
Dynamics CRM Device CAL	Dynamics 365 Customer Service Enterprise Device From SA Dynamics 365 Sales Enterprise Device From SA
Dynamics 365 Customer Service Device CAL	Dynamics 365 Customer Service Enterprise Device From SA
Dynamics 365 Operations, on-premises Device CAL	Dynamics 365 Operations – Device From SA
Dynamics 365 Sales Device CAL	Dynamics 365 Sales Enterprise Device From SA
Dynamics 365 Business Central, on-premises Device CAL	Dynamics 365 Business Central Device From SA

# Microsoft Power Platform

## Availability

Product	Program Attribute
AI Builder capacity add-on	Additional Product
Dataverse Database Capacity	Additional Product
Dataverse File Capacity	Additional Product
Dataverse Log Capacity	Additional Product
Power Apps Per App	Additional Product
Power Apps per app plan	Additional Product
Power Apps plan (2000 Seat Minimum) (User SL)	Additional Product
Power Apps plan (User SL)	Additional Product
Power Automate per flow plan	Additional Product
Power Automate per user (User SL)	Additional Product

Power Automate per user with attended RPA plan (User SL)	Addition al Product
Power Automate unattended RPA Add-on (SL)	Addition al Product
Power BI Premium (User SL)	Addition al Product
Power BI Premium Add-On (User SL)	Addition al Product
Power BI Premium EM1	Addition al Product
Power BI Premium EM2	Addition al Product
Power BI Premium EM3	Addition al Product
Power BI Premium P1 - P5	Addition al Product
Power BI Pro	Addition al Product, USGCC
Power Pages Anonymous capacity pack	Addition al Product, USGCC
Power Pages Authenticated capacity pack	Addition al Product, USGCC
Power Platform Requests add-on	Addition al Product, USGCC
Power Virtual Agents	Addition al Product
Professional Direct Support	Addition al Product, USGCC

Product Conditions - General	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	Power BI Pro

<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	Power Automate, Power Apps

## Power BI Report Server - Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of [Instances](#) of the Power BI Report Server software in a [Physical OSE](#) or [Virtual OSE](#) on a Server dedicated to Customer's user or a [Virtual OSE](#) on shared servers on Microsoft Azure Services only. [Servers](#) used for this purpose, 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 may run the Power BI Report Server software in a Physical or [Virtual OSE](#) with up to the number of cores included under its Power BI Premium P plan. If any [Virtual Core](#) is at any time mapped to more than one Hardware Thread, Customer needs an additional subscription license for each additional [Hardware Thread](#) mapped to that [Virtual Core](#).

## Power BI Report Server - Sharing Content

A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server.

## SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one [OSE](#) on a [Server](#) for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software. [Servers](#) used for this purpose, 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.

## Azure availability

Certain Power Platform services may be available for purchase as an Azure meter which allows customers to pay as you go for certain services as outlined in the [Azure Purchasing Services and the Azure Payment and Fees sections](#). The individual licensing terms for these products are applicable for these Power Platform services, in addition to the [Azure Purchasing Services and the Azure Payment and Fees sections](#).

## Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

## License Prerequisites

User License	User License Prerequisites
Power Automate unattended RPA add-on	Power Automate per user with attended RPA plan, or Power Automate per flow plan
Power BI Premium Add-On	Power BI Pro, or Microsoft 365 A5/E5, or Office 365 A5/E5

## Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY
Power Apps portals login capacity add-on	Tier 1: 1 Tier 2: 10 Tier 3: 50
Power Apps plan (2000 Seat Minimum) (User SL)	2000
Power Automate per flow plan	5
Professional Direct Support	20 (250 maximum - once met, all remaining users are covered with no additional licenses required)
Power Pages Authenticated capacity pack	Tier 1: 1 Tier 2: 100 Tier 3: 1000
Power Pages Anonymous capacity pack	Tier 1: 1 Tier 2: 20 Tier 3: 200

## Power Apps Portals – Extended Use rights

Purchases of the following products provide internal users the use rights for Power Apps Portals

Product	Custom Power Apps Portals use rights
Dynamics 365 Enterprise license <sup>1</sup>	Power Apps Portals that map to licensed Dynamics 365 application context and, Power Apps Portals that map to the same environment as the licensed Dynamics 365 application
Power Apps per app	1 Power Apps portal
Power Apps per user	Unlimited Power Apps portals

<sup>1</sup>Dynamics 365 Sales Enterprise, Dynamics 365 Customer Service Enterprise, Dynamics 365 Field Service, Dynamics 365 Project Operations, Dynamics 365 Finance, Dynamics 365 Supply Chain Management, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Business Central.

## Prerequisites for Power Apps and Power Automate capacity add-on

Purchases of Power Apps and Power Automate capacity add-on require an underlying license purchase of Power Apps, Power Automate, Office/Microsoft 365, or Dynamics 365 licenses.

## Service Specific Terms

## Notices

The Bing Maps, Communication Services, H.264/AVC Visual Standard, and VC-1 Video Standard Notices apply. (refer to [Notices](#))

## Inactive Dataverse Instances provided with Microsoft 365 licenses

If a Customer allows its Dataverse instance that is provided with Microsoft 365 licenses to go inactive, Microsoft may, at its discretion, disable the inactive instance and delete the Customer Data and Personal Data within it. Such Dataverse instance is inactive if for 90 days 1) no user logged into the instance, 2) no apps, bots, reports or flows have accessed the data contained in the instance, 3) no new apps, bots, reports, or flows were installed on or imported into the instance, and 4) no other actions or activities are registered in this instance through API or background processing jobs.

## Microsoft Power BI

### *Definitions*

"Customer Application" means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

"Embedded Capabilities" means the Power BI APIs and embedded views for use by an application.

### *Hosting Exception for Embedded Capabilities*

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer's volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. 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.

### *Limitations*

Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

### *Access without a User SL*

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

### *Publish to Web*

Customer may use the publish to web functionality to share content only on a publicly available website.

Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

## Microsoft Power Apps

### *Restricted Tables*

Customer may not create, modify, or delete any data from tables of the type designated as "restricted" in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>. Customer has read-only access to such restricted tables.

### *Non-Restricted Tables*

Users with a Power Apps license may create, read, update, or delete any data from tables of the type that are not designated as "restricted" in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>.

### *Distributable Code*

Customer may use the "Wrap" feature of Power Apps to generate a software package containing a canvas app combined with certain Power Apps mobile platform components. Customer may distribute the combined package unmodified under the terms set forth in the Distributable Code section of the [Universal License Terms for Software](#). Customer may not disassemble the combined package or distribute any components separated from the combined package.

### *Updates*

Customer may be required to update the package generated from the "Wrap" feature of Power Apps to ensure packages are running on a supported version of the Power Apps mobile platform. Packages running on unsupported versions may not function.

## Office 365 Services

### General Service Terms

#### Notices

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

#### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.



### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Audio Services

## Availability

<b>Product</b>	<b>Program Attribute</b>
Advanced Communications	Additional Product, USGCC
Audio Conferencing (User SL)	Additional Product, USGCC
Audio Conferencing Extended Dial-out minutes to USA/CAN (User SL)	Additional Product, USGCC
Calling Plan (User SL)	Additional Product, USGCC
Common Area Phone (Device SL)	Additional Product, USGCC
Communication Credits	Additional Product, USGCC
Microsoft Teams Audio Conferencing select dial-out	Additional Product
Microsoft Teams Phone Standard (User SL)	Additional Product, USGCC
Microsoft Teams Phone Standard From SA (User SL)	Additional Product
Microsoft Teams Phone with Calling Plan (User SL)	Additional Product
Microsoft Teams Rooms Pro (Device SL)	Additional Product
Microsoft Teams Rooms Pro w/o AC (Device SL)	Additional Product
Operator Connect Conferencing (User SL)	Additional Product, USGCC

## 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All (except for Communication Credits)
<a href="#">Reduction Eligible (SCE)</a>	All (except for Communication Credits)
<a href="#">True-Up Eligible</a>	All (except for Communication Credits)

## Communication Credits

Communication Credits require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Communication Credits are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

## License Prerequisites

License	License Prerequisites
Advanced Communications	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5
Audio Conferencing	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5
Audio Conferencing for India-Based Users	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 F1/F3/E3/A3/E5/A5
Audio Conferencing for India-Based Users E5 Users Add-on	Office 365 E5/A5; Microsoft 365 E5/A5
Audio Conferencing Extended Dial-out minutes to USA/CAN	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5; Office 365 E5/A5; Microsoft Teams Audio Conferencing select dial-out
Communications Credits	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5; Office 365 E5/A5; Microsoft Teams Audio Conferencing select dial-out
Operator Connect Conferencing	Office 365 F3/E1/E3/A3/E5/A5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5
Microsoft Teams Audio Conferencing select dial-out	Microsoft 365 E3/F1/F3; Office E1/E3/F3; Teams Essentials (AAD Identity); Microsoft Business Basic/Business Standard/Business Premium
Microsoft Teams Phone Standard	Office 365 F3/E1/E3/A1/A3; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams Essentials (AAD Identity)
Calling Plan	Office 365 E5/A5; Microsoft 365 E5/A5; Microsoft Teams Phone Standard

Microsoft Teams Phone with Calling Plan	Office 365 F3/E1/E3/A1/A3; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams Essentials (AAD Identity)
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## General Service Terms

### Notices

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

### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

#### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

### Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

### Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

### Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than theses Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

### Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Core Features for Office 365 Services

Skype for Business Online Plan 2 or their successor services will have the following Core Features capabilities stated in General Service Terms:

#### *Instant Messaging*

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

#### *Presence*

An end user will be able to set and display the end user's availability and view another end user's availability.

#### *Online Meetings*

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

## Notices

The Communication Services and H.264 and/or VC-1 Notices apply (refer to [Notices](#)).

### External Users and users not authenticated by Skype for Business Online

User SLs are not required for External Users and users not authenticated by the Skype for Business Online service.

### Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft's Common Area Phone and Teams Rooms offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

## Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

## Operator Connect

Operator Connect includes Operator Connect for Microsoft Teams and Microsoft Teams Phone Mobile. Microsoft is an independent controller of Personal Data processed in connection with Operator Connect. Customer agrees to, and must notify its end users of, the following:

Operator Connect enables Teams end users to communicate with others through telephony networks via Microsoft Teams.

When Operator Connect is enabled by your organization, Microsoft shares information with your organization's communication services carrier (the Operator) to ensure the proper functioning of your Operator's service.

Information Microsoft shares with your Operator when you use Operator Connect includes:

- end user phone numbers;
- call details and call quality data, such as caller and call recipient phone numbers; call invite and end times; call duration; certain caller identifiers; and information about service connections (e.g., IP addresses and operating systems of the caller and call recipient); and
- end user location information for emergency calling.

Operators will be able to export and download the information listed above.

This information will be handled by your Operator in accordance with your Operator's privacy practices. For more information, refer to your Operator's privacy policy and terms of use. For information about how Microsoft will handle this Personal Data, please refer to the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=521839>.

## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## Microsoft Teams Phone Standard

Qualifying License(s)	From SA User SL
Skype for Business Server Plus CAL (Device and User)	Microsoft Teams Phone Standard From SA
Skype for Business Plus CAL (User SL)	

## Exchange Online

### Availability

Product	Program Attribute
Exchange Online Archiving for Exchange Online (User SL)	Additional Product, USGCC
Exchange Online Archiving for Exchange Server (User SL)	Additional Product, USGCC
Exchange Online Kiosk (User SL)	Additional Product, USGCC
Exchange Online Plan 1 (User SL)	Additional Product, USGCC
Exchange Online Plan 1 Add-on (User SL)	Additional Product, USGCC
Exchange Online Plan 2 (User SL)	Additional Product, USGCC
Exchange Online Protection (User SL)	Additional Product, USGCC
Import Service for Office 365	Additional Product
Microsoft Defender for Office 365 Plan 1 (User SL)	Additional Product, USGCC

Microsoft Defender for Office 365 Plan 2 (User SL)	Addition al Product
Office 365 Data Loss Prevention (User SL)	Addition al 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	K only
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All

## License Prerequisites

License	License Prerequisites
Microsoft Defender for Office 365 Plan 1/Plan 2	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license
Office 365 Data Loss Prevention	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license

## General Service Terms

### Notices

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

### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative



functionality.

#### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

### Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

### Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

### Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

### Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

### Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

### Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Core Features for Office 365 Services - Exchange Online

Exchange Online or its successor service will have Core Features capabilities stated in the General Terms:

### *Emails*

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

### *Mobile and Web Browser Access*

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

### *Retention Policies*

Customer will be able to establish archive and deletion policies for email messages.

### *Deleted Item and Mailbox Recovery*

Customer will be able to recover the contents of a deleted mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

### *Multi-Mailbox Search*

Customer will be able to search for content across multiple mailboxes within its organization.

### *Calendar*

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

### *Contacts*

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

## **Core Features for Office 365 Services - Exchange Online Archiving**

Exchange Online Archiving or its successor service will have Core Features capabilities stated in the General Service Terms:

### *Storage*

Customer will be able to allow an end user to store email messages.

### *Retention Policies*

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

### *Deleted Item and Mailbox Recovery*

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end

user's archive.

### *Multi-Mailbox Search*

Customer will be able to search for content across multiple mailboxes within its organization.

### *Legal Hold*

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

### *Archiving*

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2 and Exchange Online Kiosk.

### *Archiving for Exchange Server*

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

## Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign in to Microsoft Outlook with their work or school account on up to five smartphones and five tablets. Microsoft Outlook is also subject to the Service Specific Terms applicable to M365 Mobile Applications.

## Office 365 Data Loss Prevention Device License

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## Exchange Online

Qualifying License(s)	Add-on User Subscription License(s)
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Exchange Standard CAL Core CAL Suite	Exchange Online Plan 1 Add-on (User SL)
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## Microsoft 365 Applications

### Availability

Product	Program Attribute
Microsoft 365 Apps for enterprise (Device SL)	Enterprise Online Service
Microsoft 365 Apps for enterprise (User SL)	Enterprise Online Service
Microsoft 365 Apps for enterprise 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	All - Applications
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All (except From SA)

### Media Eligibility for Microsoft 365 Apps for enterprise with Windows To Go Rights

If a user to whom Customer has assigned an Microsoft 365 Apps for enterprise License uses software under Windows to Go Rights, then in lieu of installing a copy of the software provided with Microsoft 365 Apps for enterprise on one of the five permitted devices pursuant to the terms of service for Microsoft 365 Apps for enterprise, that user may 1) install one copy of the Office Professional Plus 2013 software on the USB drive used for Windows to Go Rights, and 2) use the Office Professional Plus 2013 software on that USB drive on any device. Upon termination of Customer's Microsoft 365 Apps for enterprise subscription it must uninstall

Office Professional Plus 2013 software from the USB drive.

## Office View/Print for Office for the Web Users

Users licensed with an Office 365 or Microsoft 365 license may use Microsoft 365 Apps for enterprise in Reduced Functionality Mode to view and print files.

## Microsoft 365 Apps for business

Customer may not provision more than 300 user subscription licenses.

## General Service Terms

### Notices

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

## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### The following terms apply only to Microsoft 365 Apps for enterprise

#### *Office Home & Student 2013 RT Commercial Use*

The commercial use restriction for Office Home & Student 2013 RT is waived for each Microsoft 365 Apps for enterprise User SL. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT License will govern.

#### *Office Online Server*

For each Microsoft 365 Apps for enterprise subscription, Customer may install any number of copies of Office Online Server on any Server. Any 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 terms. Each Microsoft 365 Apps for enterprise user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement, Microsoft Cloud Agreement, or other Microsoft agreement that cover Online Services only.

## Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
  - The Online Services will permit Customer to enable or disable these optional connected services; and
  - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

## Device-Based Subscription License

Each Device SL permits use of the software provided with the subscription. Users of a Licensed Device:

- may activate and use the software provided on one OSE on the Licensed Device; or
- may install and use the software remotely from the Licensed Device on one OSE on a Network Server, or on Microsoft Azure.

Customer must connect each OSE on which the software is installed to the Internet at least once every 90 days, or the functionality of the software may be affected.

## Smartphone and Tablet Devices

Each user to whom Customer assigns a Microsoft 365 Apps for business or Microsoft 365 Apps for enterprise User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their work or school account on up to five smartphones and five tablets.

When versions of Microsoft Word, Excel, PowerPoint, Outlook, OneDrive, and Teams applications for mobile devices ("M365 Mobile Applications") are used with a work or school account to access Online Services governed by these terms, the terms that govern the relevant Online Service apply to that use of the M365 Mobile Applications. Microsoft's commitments related to M365 Mobile Applications do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which the mobile applications operate (e.g., Apple, Google).

## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## Microsoft 365 Applications

Qualifying License(s)	From SA User SL
Office Professional Plus	Microsoft 365 Apps for enterprise From SA

## Microsoft Stream

### Availability

Product	Program Attribute
Microsoft Stream (User SL)	Additional Product
Microsoft Stream Storage Add-on (500GB)	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	N/A

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All

## General Service Terms

### Notices

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



## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network

functionality do not need User SLs.

## Service Specific Terms

### Notices

The H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part 2 Visual Standard, and MPEG-2 Video Standard Notices apply (refer to [Notices](#)).

### Stream Live Events

Stream Live Events are subject to the following:

- Stream Live Events may not be greater than four (4) hours in length;
- Stream Live Events attendees may not exceed 10,000; and
- Stream Live Events are limited to fifteen (15) per customer at any single point in time.

## Microsoft Teams

### Availability

Product	Program Attribute
Microsoft Teams Premium	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:	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	None
<a href="#">Promotions</a>	None

### License Prerequisites

License	License Prerequisites
Microsoft Teams Premium	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/A1/A3/A5/E1/E3/E5; Office 365 F1/F3/A1/A3/A5/E1/E3/E5; Teams Essentials

## General Service Terms

## Notices

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

## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance

Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Notices

The H.264 Notice applies to all Office 365 Services that include Microsoft Teams (refer to [Notices](#)).

### External User Entitlements and Meeting Join License Requirements

User SLs are not required for any user to join meetings, webinars, and live events hosted by licensed users. User SLs are also not required for [External Users](#) to participate in Teams channels as a Guest with an Azure AD External Identity.

### Health Sector Customers

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of Microsoft Teams; (2) implementing a secure application-to-application authentication method between any Customer application and/or service and Microsoft Teams; (3) obtaining appropriate consent from end users in connection with end user's and Customer's use of Microsoft Teams; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with end user's and Customers use of Microsoft Teams.

Any information provided by Customer or its patients in Microsoft Teams (including meeting recordings if enabled by Customer, or any Microsoft Teams apps enabling virtual appointment services) that's necessary for medical records continuity or retention purposes should be downloaded, copied, and/or notated directly in such records by Customer. This service does not maintain legal medical record or a designated record set.

### Trials

Microsoft Teams Exploratory Experience may only be initiated by individual end users. Customer may not initiate a Microsoft Teams Exploratory Experience on behalf of end user employees. This offer is not valid for users that have formerly used Teams from a paid, unpaid or trial license.

## Office 365 Suites

### Availability

Product	Program Attribute

Office 365 E1 and E3 (User SL)	Enterpris e Online Service,U SGCC
Office 365 E1 and E3 Add-on (User SL)	Enterpris e Online Service,U SGCC
Office 365 E1 and E3 From SA (User SL)	Enterpris e Online Service,U SGCC
Office 365 E3 without Apps for enterprise Add-on (User SL)	Enterpris e Online Service,U SGCC
Office 365 E5 (User SL)	Enterpris e Online Service,U SGCC
Office 365 E5 Add-on (User SL)	Enterpris e Online Service
Office 365 E5 From SA (User SL)	Enterpris e Online Service,U SGCC
Office 365 E5 with calling minutes (User SL)	Enterpris e Online Service,U SGCC
Office 365 F3 (User SL)	Addition al Product, USGCC
Office 365 Multi-Geo Add-on (User SL)	Addition al Product
Premium Messaging (User SL)	Addition al 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	All Application and Server (E1 and F3, Server only. Office 365 Multi-Geo Application only), MPSA - All Application only
<a href="#">Promotions</a>	None

### Product Conditions - Program Specific

<a href="#">Extended Term Eligible</a>	E1/E3/E5, A3/A5, F3, Office 365 Multi-Geo
<a href="#">Qualified User Exemption</a>	F only
<a href="#">Reduction Eligible</a>	All
<a href="#">True-Up Eligible</a>	All (except from SA)

## Office 365 F3 - License Eligibility

Office 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 10.9"
- 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 Office 365 F1/F3 licensed users prior to June 1, 2020 (Impacted Customers) may license additional users with the same or equivalent service, under the Office 365 F1 License Eligibility terms in the November 1, 2019 Product Terms, until the end of the Impacted Customer's subsequent subscription renewal term.

## Smartphone and Tablet Devices

Each Office 365 A1, E1, F3, and Business Basic 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 10.9" diagonally or less.

## Multi-Geo Capabilities in Office 365

Multi-Geo Capabilities in Office 365 subscriptions are subject to the following:

- A minimum of 250 Office 365 Services subscriptions per Customer; and
- A minimum of 5% of the Office 365 Services subscriptions within a tenant have a corresponding Multi-Geo Capabilities in Office 365 subscription.

Office 365 Services mean any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license.

## Project for the web data

Users licensed with an Office 365 license are granted view rights access to Project for the web Customer Data only on Tenants that have a Microsoft Project Plan 1/3/5 license(s).

- These rights do not grant access to Power Platform applications or other data sets.

## License Prerequisites

License	License Prerequisites
Office 365 Multi-Geo Add-on	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license
Premium Messaging	Office 365 F3/E1/E3/E5 or Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/E5

## General Service Terms

### Notices

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

### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

#### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

### Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

### Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

### Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such

services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## Office 365 Suites

Add-on User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite, or	Office 365 E1 Add-on
Core CAL Suite Bridge for Enterprise Mobility + Security	Exchange Online Plan 1 Add-on
	SharePoint Online Plan 1 Add-on
Core CAL Suite, or Enterprise CAL Suite, or	Office 365 E3 without Apps for enterprise Add-ons
Core CAL Suite Bridge for Enterprise Mobility + Security, or	Office 365 A5 Add-on
Enterprise CAL Suite Bridge for Enterprise Mobility + Security	
Core CAL Suite and Office Professional Plus, or	Office 365 A3/E3 Add-on
Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or	Office 365 E5 Add-on
Enterprise CAL Suite and Office Professional Plus, or	Office 365 A5 Add-on
Enterprise CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus	
Office Professional Plus	Office 365 E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)



## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## Office 365 Suites

Office 365 (E1, E3, E4, E5) From SA User SLs provide the same SA Benefits as 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
Office 365 E1 From SA	Core CAL Suite	Core CAL Bridge for Office 365 or Enterprise Mobility + Security
Office 365 (E3, E4, E5) From SA	Office Professional Plus and Core CAL Suite	
Office 365 (E3, E4, E5) From SA	Office Professional Plus and Enterprise CAL Suite	Enterprise CAL Bridge for Office 365 or Enterprise Mobility + Security

## Office for the web

## General Service Terms

### Notices

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

## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative

functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Core Features for Office 365 Services

Office for the web or its successor service will have the following Core Features capabilities stated in the

General Terms:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office for the web or its successor service.

## External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office for the web.

# OneDrive for Business

## Availability

Product	Program Attribute
OneDrive for Business Plan 1 and 2 (User SL)	Additional Product, USGCC

## 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">True-Up Eligible</a>	All
<a href="#">Prerequisite</a>	None

## General Service Terms

## Notices

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

## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network

functionality do not need User SLs.

## Service Specific Terms

### External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

## Project

### Availability

Product	Program Attribute
Project Essentials (User SL)	Additional Product, USGCC
Project Essentials Add-on (User SL)	Additional Product, USGCC
Project Plan 1 (User SL)	Additional Product, USGCC
Project Plan 1 Add-on (User SL)	Additional Product, USGCC
Project Plan 3 (User SL)	Additional Product, USGCC
Project Plan 3 Add-on (User SL)	Additional Product, USGCC
Project Plan 3 From SA (User SL)	Additional Product, USGCC
Project Plan 5 (User SL)	Additional Product, USGCC

Project Plan 5 Add-on (User SL)	Additional Product, USGCC
Project Plan 5 From SA (User SL)	USGCC

## 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server, MPSA - All Application only
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All (except From SA)

## Deployment Rights for Project

Project Plan 3/5 licensed users may install and use a copy of Project Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

## General Service Terms

### Notices

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

### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Plan 3 or Plan 5 User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network

Server, or on Microsoft Azure.

- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
  - The Online Services will permit Customer to enable or disable these optional connected services; and
  - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

## Use of SharePoint Online

Rights to the SharePoint Online functionality provided with a Project Plan 3 or Plan 5 SL are limited to storing and accessing data in support of Project.

## Universal Resource Scheduling

Customers with a Microsoft Project Plan 1/3/5 license(s) are only permitted to use Universal Resource Scheduling to schedule Project and Task tables within the context of a project.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## Project

Qualifying License(s)	Add-on User Subscription License(s)
Project Professional	Project Plan 3 Add-on
	Project Plan 5 Add-on
Project Standard	Project Plan 3 Add-on
	Project Plan 5 Add-on
Project Server CAL	Project Essentials Add-on
	Project Plan 3 Add-on
	Project Plan 5 Add-on



## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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](#).

## Project

Qualifying License(s)	From SA User SL
Project Standard	Project Plan 1 From SA
Project Server CAL	
Project Professional	Project Online Plan 3 From SA
Project Server CAL	
Project Professional	Project Online Plan 5 From SA
Project Server CAL	

## SharePoint Online

### Availability

Product	Program Attribute
Office 365 Extra File Storage 1 GB (Add-on SL)	Addition al Product, USGCC
SharePoint Online Plan 1 Add-on (User SL)	Addition al Product
SharePoint Online Plan 1 and 2 (User SL)	Addition al Product, USGCC

## 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">Qualified User Exemption</a>	K only
<a href="#">True-Up Eligible</a>	All
<a href="#">Prerequisite</a>	Add-ons, From SA

## General Service Terms

### Notices

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

### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

#### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

### Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant

in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Core Features for Office 365 Services

SharePoint Online or its successor service will have Core Features capabilities stated in General Service Terms:

#### *Collaboration Sites*

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

#### *Storage*

Customer will be able to set storage capacity limits for a site created by an end user.

## External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

## Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## SharePoint Online

Qualifying License(s)	Add-on User SL
SharePoint Standard CAL	SharePoint Online Plan 1 Add-on
Core CAL Suite	

## Visio Online

### Availability

Product	Program Attribute
Visio Online Plan 1	Additional Product
Visio Online Plan 1 and 2 From SA (User SL)	Additional Product
Visio Online Plan 2	Additional Product
Visio Online Plan 2 Add-on (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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Application
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All (except From SA)

## Deployment Rights for Visio

Visio Online Plan 2 licensed users may install and use a copy of Visio Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

## Visio View/Print for Office Users

Users licensed with an Office 365 or Microsoft 365 license may use Visio in Reduced Functionality Mode to view and print files.

## General Service Terms

### Notices

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

## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

## Service Specific Terms

### Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;
- must connect each device upon which user has installed the software to the Internet at least once

every 30 days or the functionality of the software may be affected; and

- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
  - The Online Services will permit Customer to enable or disable these optional connected services; and
  - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## Visio

Qualifying License(s)	Add-on User SL
Visio Professional	Visio Online Plan 2 Add-on to Visio Professional
Visio Standard	Visio Online Plan 2 Add-on to Visio Standard

## From SA

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

- Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
- 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.

## Visio

Qualifying License(s)	From SA User SL
Visio Professional	Visio Online Plan 1 and 2 From SA
Visio Standard	Visio Online Plan 1 From SA

## Workplace Analytics

### Availability

Product	Program Attribute
Workplace Analytics (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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	All
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All

License	License Prerequisites
Workplace Analytics	Microsoft 365 Business Basic/Business Standard/Business Premium/E3/E5/A3/A5; Office 365 E1/E3/E5/A3/A5; Exchange Online

## General Service Terms

### Notices

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



## Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified in the Office 365 service specific sections only if it provides Customer a reasonable alternative functionality.

### *Administration Portal*

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

## Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

## Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

## Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

## Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

## Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

## Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network

functionality do not need User SLs.

## Service Specific Terms

None

## Other Online Services

### Bing Maps

#### Availability

Product	Program Attribute
Bing Maps Enterprise Platform (SL)	Additional Product
Bing Maps Internal Website Usage 100K Transactions (SL)	Additional Product
Bing Maps Internal Website Usage 500K (and higher) Transactions (SL)	Additional Product
Bing Maps Known 5K User (SL)	Additional Product
Bing Maps Known Per User (SL)	Additional Product
Bing Maps Light Known 500 User (SL)	Additional Product
Bing Maps Light Known 5K User (SL)	Additional Product
Bing Maps Public Website Usage 100K Transactions (SL)	Additional Product
Bing Maps Public Website Usage 500K (and higher) Transactions (SL)	Additional Product
Mobile Asset Management Distance Matrix Per Asset Automatic	Additional Product

Mobile Asset Management Distance Matrix Per Asset Manual	Addition al Product
Mobile Asset Management Drive Analytics Per Asset	Addition al Product
Mobile Asset Management Per Asset (SL)	Addition al Product
Mobile Asset Management Platform (SL)	Addition al Product
Mobile Asset Management Truck Routing Per Asset	Addition al 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	None
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	None
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	None

## Billable Transactions

Each Bing Maps Transactions SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Transactions SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

## Mobile Asset Management Per Asset Requirements

The following offers require a license for Mobile Asset Management Per Asset Monthly Subscription:

- Distance Matrix Per Asset Automatic
- Distance Matrix Per Asset Manual
- Truck Routing Per Asset

- Drive Analytics Per Asset

## General Service Terms

### Notices

The Bing Maps Notices apply (refer to [Notices](#)).

## Service Specific Terms

### Bing Maps Mobile Asset Management Platform

#### *Service SLs*

A Service SL is required to access the services via the Bing Maps Mobile Asset Management Platform. A Service SL must be purchased with at least one of the following qualifying Add-on SLs for each asset:

- Mobile Asset Management for North America Add-on SL (routing or without routing)
- Mobile Asset Management for Europe Add-on SL (routing or without routing), or
- Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

#### *Bing Maps APIs*

A Customer with a license to use the Bing Maps Mobile Asset Management Platform Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

#### *Bing Maps Privacy*

The Microsoft Privacy Statement (located at: <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of the Bing Maps Mobile Asset Management Platform.

### Bing Maps Transactions and Users

#### *Authenticated Users*

Users that are authenticated by Customer's programs that access the service through the Bing Maps APIs must have a SL.

#### *Bing Maps APIs*

A Customer with a license to use Bing Maps Transactions and Users may use Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

#### *Bing Maps Privacy*

The Microsoft Privacy Statement (located at <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy

terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of Bing Maps.

## GitHub Offerings

### Availability

Product	Program Attribute
GitHub Actions	Additional Product
GitHub Advanced Security (User SL)	Additional Product
GitHub AE (GHEM) (User SL)	Additional Product
GitHub Engineering Direct	Additional Product
GitHub Enterprise (User SL)	Additional Product
GitHub Insights (User SL)	Additional Product
GitHub Packages	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Application
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	GitHub Advanced Security, GitHub Enterprise, and GitHub Insights
<a href="#">Qualified User Exemption</a>	All
<a href="#">Reduction Eligible</a>	None
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	None

## GitHub Enterprise

Customer's Licensed Users may access and use both the GitHub Enterprise Cloud online service (formerly known as Business Cloud) and GitHub Enterprise Server on-premises software (formerly known as GitHub Enterprise or GHE), as included in GitHub Enterprise.

## GitHub Actions and GitHub Packages

Customer may acquire these services only if it has also acquired User SLs for GitHub Enterprise or an offering that includes GitHub Enterprise.

## GitHub Advanced Security

Customer may acquire GitHub Advanced Security User SLs for its Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise ("Customer's GitHub Enterprise Users").

## GitHub Insights

Customer may acquire GitHub Insights User SLs for Customer's GitHub Enterprise Users provided that it acquires User SLs for such service(s) for all of Customer's GitHub Enterprise Users.

## Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for preview, demonstration, pre-release versions, training or evaluation purposes requires User SL and the terms at [https://aka.ms/github\\_preview](https://aka.ms/github_preview) apply.

## Service Specific Terms

GitHub Offerings are provided by GitHub, Inc. By using GitHub Offerings, Customer agrees to be bound by the GitHub terms available at [https://aka.ms/github\\_terms](https://aka.ms/github_terms). Notwithstanding anything to the contrary in Customer's volume licensing agreement (including these Product Terms and the DPA), the GitHub Privacy Statement available at [https://aka.ms/github\\_privacy](https://aka.ms/github_privacy) and the GitHub Data Protection Agreement at [https://aka.ms/github\\_dpa](https://aka.ms/github_dpa) will apply to Customer's use of GitHub Offerings, including GitHub Enterprise licensed standalone or as Visual Studio Enterprise or Professional with GitHub Enterprise.

## GitHub Advanced Security

In addition to User SLs permitting access to GitHub Enterprise, Customer must acquire GitHub Advanced Security User SLs for each of its Unique Committers. A "Unique Committer" is a Licensed User of GitHub Enterprise or an offering that includes GitHub Enterprise who has made a commit in the last 90 days to any repository with any GitHub Advanced Security functionality activated.

## GitHub Insights

Customer's Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise may access and use GitHub Insights, provided that all such users are also assigned GitHub Insights User SLs.

## GitHub Engineering Direct

GitHub Engineering Direct is premium technical support provided by GitHub, Inc. for customers who have Microsoft Premier or Unified Support. By using GitHub technical support, Customer agrees to be bound by the GitHub terms available at <https://aka.ms/githubsupport>.

## Notices

Notices to GitHub may be submitted via email to [legal@support.github.com](mailto:legal@support.github.com). If Customer wishes to formally service notice on GitHub, it must be made through GitHub's registered agent:

GitHub, Inc.

c/o Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833-3505

# Microsoft Cloud for Financial Services Add-On

## Availability

Product	Program Attribute
Microsoft Cloud for Financial Services Add-on	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

## Add-ons

Customer may acquire Microsoft Cloud for Financial Services Add-ons subject to the following conditions:

- Customer must have a license 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.
- Microsoft Cloud for Financial Services Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Microsoft 365 E3, or Microsoft 365 E5, or Microsoft Project, or Power Apps, or Power Automate, or PowerBI, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Digital Messaging, or Dynamics 365 Customer Insights, or Dynamics 365 Sales Enterprise, or Dynamics 365 Customer Voice

## Service Specific Terms

### Compliance Disclaimer

The Microsoft Cloud for Financial Services Add-on Service Specific Terms explains your and Microsoft's rights and obligations with respect to regulatory compliance standards.

Customer agrees that any information resulting from the use of the features provided as part of the Microsoft Cloud for Financial Services Add-on ("Cloud for Financial Services") is for informational or internal process management purposes only, and does not constitute legal, financial, tax planning, or other advice from Microsoft. Customer agrees that it is responsible for its own financial research and financial decisions, and that the solutions and resulting information provided through the Cloud for Financial Services will not serve as the primary basis for its financial decisions. Customer agrees that Microsoft is not responsible or liable for any decisions or actions customer, or its authorized third parties, take based on information Customer produces or generates as a user of the Cloud for Financial Services. No solutions provided through the Cloud for Financial Services constitute an offer, solicitation of an offer, or advice to buy or sell securities, or any financial instrument or investment by Microsoft.

Customer may not use any of the features or information provided through the Cloud for Financial Services as a factor in establishing the financial standing, including the eligibility for credit, hire, insurance, housing, employment or other eligibility or entitlement (including for any other use constituting a permissible purpose under the U.S. Federal Fair Credit Reporting Act ("FCRA")) of a person or entity, in such a way that would cause Microsoft to be considered to operate as a Consumer Reporting Agency under FCRA.

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Financial Services Add-on at <https://aka.ms/mcfsi-docs>.

### Data Protection and Security

The terms of the [DPA \(http://aka.ms/DPA\)](http://aka.ms/DPA) apply to Online Services except for Online Services listed in the [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 [Privacy & Security Terms](#).

## Microsoft Cloud for Healthcare Add-On



## Availability

Product	Program Attribute
Microsoft Cloud for Healthcare Add-on	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

### Add-ons

Customer may acquire Microsoft Cloud for Healthcare Add-ons subject to the following conditions:

- Customer must have a license 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.
- Healthcare Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Office 365 F3/E1/E3/A3*, Microsoft 365 F1/F3/E3/E5*, or Power Apps, or Power Automate, or PowerBI, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Digital Messaging, or Dynamics 365 Customer Service Insights, or Dynamics 365 Marketing, or Dynamics 365 Customer Insights, or Dynamics 365 Insights, or Dynamics 365 Field Service, or Microsoft Azure API for FHIR, or Microsoft Healthcare Bot Service.

*\*Or any component of the suite that contains Microsoft Teams.*

## Service Specific Terms

## Compliance Disclaimer

The Microsoft Cloud for Healthcare Add-on Service Specific Terms explains your and Microsoft's rights and obligations with respect to regulatory compliance standards for [Customer Data](#) and Non-Microsoft Product data solely in connection with your use of the Microsoft Healthcare Add-on.

The regulatory compliance standards that are applicable to the Microsoft Cloud for Healthcare Add-on features can be found on the compliance dashboard (<https://docs.microsoft.com/microsoft-365/compliance/offering-hipaa-hitech?view=o365-worldwide>).

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Healthcare Add-on at <https://aka.ms/MicrosoftCloudforHealthcareCompliance>.

## Microsoft Cloud for Nonprofit Add-On

### Availability

Product	Program Attribute
Microsoft Cloud for Nonprofit Basic	Additional Product
Microsoft Cloud for Nonprofit: Plan 1 and Plan 2	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

### Purchasing Minimums

Purchases of the following products allow Customers with a total count of employees, regardless of how

many employees access Microsoft Cloud for Nonprofit, to purchase the Licenses listed in the table below:

Product	Total Employee Count
Microsoft Cloud for Nonprofit: Plan 1	Less than or equal to 250
Microsoft Cloud for Nonprofit: Plan 2	Greater than or equal to 251

## Add-ons

Customer may acquire Microsoft Cloud for Nonprofit Add-ons subject to the following conditions:

1. Customer must have a license 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.
4. Microsoft Cloud for Nonprofit Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Office 365 A3/E3, or Office 365 A5/E5, or Microsoft 365 A3/E3 or Microsoft 365 A5/E5, or LinkedIn Sales Navigator, or Power Apps, or Power Automate, or Power BI, or Dynamics 365 Sales Enterprise, or Dynamics 365 Marketing, or Azure App Service

## Service Specific Terms

### Compliance Terms

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Retail Add-on at <https://aka.ms/MicrosoftCloudforNon-Profit>.

## Microsoft Cloud for Retail Add-On

### Availability

Product	Program Attribute
Microsoft Cloud for Retail Add-on	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
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<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

## Add-ons

Customer may acquire Microsoft Cloud for Retail Add-ons subject to the following conditions:

- Customer must have a license 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.
- Microsoft Cloud for Retail Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Dynamics 365 Customer Insights

## Service Specific Terms

### Compliance Terms

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Retail Add-on at <https://go.microsoft.com/fwlink/?linkid=2186363>.

## Microsoft Defender Experts for Hunting

### Availability

Product	Program Attribute
Microsoft Defender Hunting Experts (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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	N/A
<a href="#">Qualified User Exemption</a>	All
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All

## License Prerequisites

License	License Prerequisites
Microsoft Defender Hunting Experts	Microsoft Defender for Endpoint Plan 2; Microsoft Defender for Office Plan 2; Microsoft Defender for Identity; Microsoft Defender for Cloud Apps; Windows Enterprise E5/A5; Microsoft 365 E5/A5; Microsoft 365 E5/A5 Security; Microsoft 365 F5 Security + Compliance; Microsoft 365 E5/F5 Information Protection and Governance; Microsoft 365 F5 Security + Compliance; Microsoft 365 F5 Security; Enterprise Mobility + Security E5/A5

## Service Specific Terms

### Managed Service

Microsoft Defender Experts for Hunting includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to [Professional Services](#)).

## Microsoft Defender for Cloud Apps

### Availability

Product	Program Attribute
Microsoft Defender for Cloud Apps (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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	All
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	All
<a href="#">True-Up Eligible</a>	All

## Service Specific Terms

### External User Allowance

In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer's resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

### Notices

The Bing Maps and Professional Services notices in apply. (refer to [Notices](#))

## Microsoft Defender for Endpoint

### Availability

Product	Program Attribute
Defender for Endpoint P1 (User SL)	Additional Product
Defender for Endpoint P2 (User SL)	Additional Product
Defender for Endpoint P2 Step-up from P1 (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
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<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	No

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All (except Microsoft Intune for EDU (Device SL))
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

## Service Specific Terms

### Data Retention

Microsoft Defender for Endpoint does not contain extractable Customer Data therefore the Customer Data extraction terms in the [DPA](#) do not apply.

### Microsoft Defender for Endpoint

Eligible [Licensed Users](#) may use Microsoft Defender for Endpoint on up to five concurrent devices.

### Use on Devices Managed by Third-Parties

Notwithstanding the [Outsourcing Software Management](#) clause, Customer may use Defender for Endpoint with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

## Microsoft Intune

### Availability

Product	Program Attribute
Microsoft Intune Endpoint Privilege Management (User SL)	Additional Product
Microsoft Intune Plan 1 (User SL)	Additional Product
Microsoft Intune Plan 1 Add-on (User SL)	Additional Product
Microsoft Intune Plan 1 for Devices (Device SL)	Additional Product

Microsoft Intune Plan 2 (User SL)	Addition al Product
Microsoft Intune Suite	Addition al 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All (except Microsoft Intune Plan 1 for EDU (Device SL))
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

## License Prerequisites

License	License Prerequisites
Microsoft Intune Suite/ Microsoft Intune Plan 2/Intune Endpoint Privilege Management	Microsoft 365 Business Premium/E3/A3/E5/A5/F1/F3; Enterprise Mobility + Security E3/E5; Microsoft Intune Plan 1

## Service Specific Terms

### Notices

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

## Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user. If Intune Company Portal App is used to manage devices, the terms that apply to Microsoft Intune Online Services (as defined in the Core Online Services table in the [Online Services Security & Privacy Terms](#)) apply to the use of Intune Company Portal App. Microsoft's commitments related to Intune Company Portal App do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which Intune Company Portal App operates (e.g., Apple, Google).



## Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

## Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

## Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debghelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839206>.

## SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

## 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 these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses.

## Microsoft Intune

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite	Microsoft Intune Plan 1 Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	

Core CAL Suite	Microsoft Intune Plan 1 for EDU Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	

## Microsoft Learning

### Availability

Product	Program Attribute
Microsoft Learning MCP 1 Exam Vouchers (Services 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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server
<a href="#">Promotions</a>	None

Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	None
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	None
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	None

### Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

### Microsoft Office Specialist (MOS) Microsoft Technology Associate (MTA) and Microsoft Certification Educator (MCE) Exam Site License

Customer must be a Certiport/Pearson VUE test center authorized to deliver MOS or MTA exams under a site [License](#). The site [License](#) will expire 12 months from the date of purchase. Any undelivered exams at the end of the term are forfeited. Academic Customers may only deliver site license exams to their faculty members and registered students.

## Service Specific Terms

### Microsoft Learning E-Reference Library

Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

## Microsoft Search in Bing

### Service Specific Terms

#### Microsoft Search in Bing

"Microsoft Search in Bing" means the service that displays enterprise search results from internal resources (e.g. intranet, files, people information) to Customer users who are logged into the service via their work or school account.

#### Microsoft Search in Bing Privacy

When a user enters a search query in Microsoft Search in Bing, two simultaneous search requests occur: (1) a search of Customer's internal resources, for which the query and results returned are Customer Data for purposes of these Product Terms, and (2) a separate search of public results from Bing.com, for which the query and results returned are not Customer Data. These Product Terms and the DPA apply only to Microsoft Search in Bing. The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to public search on Bing.com.

## Microsoft Sustainability Manager

### Availability

Product	Program Attribute
Microsoft Sustainability Manager	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	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Server

<a href="#">Promotions</a>	None
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Product Conditions - Program Specific	
<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	None
<a href="#">Reduction Eligible</a>	All
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	All

## Service Specific Terms

### Compliance Disclaimer

You can learn more about Microsoft's commitments to compliance, data protection, and privacy and the Microsoft Sustainability Manager at <https://aka.ms/MicrosoftSustainabilityManagerCompliance>.

## Office 365 Developer

### Service Specific Terms

#### No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

#### Office 365 Developer End Users

Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

## Visual Studio with GitHub Enterprise

### Availability

Product	Program Attribute
GitHub Enterprise for Visual Studio Enterprise (User SL)	Additional Product
GitHub Enterprise for Visual Studio Professional (User SL)	Additional Product

Visual Studio Enterprise with GitHub Enterprise (User SL)	Additional Product, Server and Tools Product
Visual Studio Professional with GitHub Enterprise (User SL)	Additional Product
<b>Product Conditions - General</b>	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for all Online Services</a>
<a href="#">Product Pool</a>	Application
<a href="#">Promotions</a>	None

<b>Product Conditions - Program Specific</b>	
<a href="#">Extended Term Eligible</a>	None
<a href="#">Qualified User Exemption</a>	All
<a href="#">Reduction Eligible</a>	None
<a href="#">Reduction Eligible (SCE)</a>	None
<a href="#">True-Up Eligible</a>	None

## GitHub Enterprise

The [Licensed User](#) may access and use both the GitHub Enterprise Cloud online service and GitHub Enterprise Server on-premises software as included in GitHub Enterprise as set forth in [GitHub Offerings](#).

## GitHub Enterprise Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for training or evaluation purposes requires User SLs.

## Visual Studio License Terms

The [Licensed User](#) may use Visual Studio Enterprise or Visual Studio Professional, respectively, as set forth in the Visual Studio Product Entry subject to the same terms and conditions.

## GitHub Enterprise for Visual Studio Licenses

Customer may purchase GitHub Enterprise for Visual Studio Licenses for any of its Visual Studio Enterprise or Professional [Licensed Users](#) with active Visual Studio subscriptions.

## Step-Up Licenses

Customer is eligible to purchase Visual Studio Enterprise with GitHub Enterprise Step-up Licenses as provided in [Software Assurance Benefits](#), "Step-up License Availability" for any of its Visual Studio Professional with GitHub Enterprise [Licensed Users](#).

## Azure Virtual Desktop

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

## Windows Autopatch

Windows Autopatch is available with Windows 10/11 Enterprise E3 subscription (or higher).

### Service Specific Terms

#### Managed Service

Windows Autopatch includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to [Professional Services](#)).

#### Data Handling

Windows Autopatch integrates data (including [Customer Data](#)) between other Microsoft Products including Azure Active Directory, Microsoft Intune, Office, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Autopatch Integrated Services"). Once data is transferred within the Autopatch Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

## Windows 365

### Availability

Product	Program Attribute
Windows 365 Enterprise	Additional Product

#### Product Conditions:

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

Product Conditions - General	
<a href="#">Terms of Service</a>	<a href="#">Universal License Terms for Online Services</a> (Windows 365 Windows operating system is governed by the <a href="#">Universal License Terms for all Software</a> and includes specific terms in the <a href="#">Windows Desktop Operating System</a> )
<a href="#">Product Pool</a>	System
<a href="#">Promotions</a>	None

Product Conditions - Program Specific
---------------------------------------

<a href="#">Extended Term Eligible</a>	All
<a href="#">Qualified User Exemption</a>	N/A
<a href="#">Reduction Eligible</a>	All
<a href="#">True-Up Eligible</a>	Yes

## License Assignment

### *Windows 365 Enterprise License Assignment Eligibility*

The [Licensed User](#) must be licensed with each of the following: Windows 10/11 Enterprise/Education, Intune, and Azure Active Directory P1/P2. In addition to being available independently, all these licenses are also included in Microsoft 365 F3/E3/G3/E5/G5/A3/A5/Business Premium/Student Use Benefit.

## License Reassignment

Replacing a user's Windows 365 Business/Enterprise license with another Windows 365 Business/Enterprise license does not count as "reassignment" and Customer may make such replacements at any time.

## Service Specific Terms

### Network Egress

Microsoft reserves the right to restrict network egress due to high bandwidth usage.

### Use as a Server

You may not use the service to perform server functions to devices outside of the service or to third parties.

### Distributed Computing

You may not use the service for sustained distributed computing or digital asset transaction validation workloads.

### Data Handling

Windows 365 integrates data (including [Customer Data](#)) between other Microsoft Products including Azure Active Directory, Microsoft Intune, Azure Virtual Desktop, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Windows 365 Integrated Services"). Once data is transferred between the Windows 365 Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

## Glossary

Terms defined in this Glossary apply unless otherwise defined in product specific terms.

### 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.

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

**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 compute savings plan** means a commitment to spend a specified monetary amount each hour on eligible Microsoft Azure Services for a specified term.

**Azure Facial Recognition Services** means facial recognition features or functionality included in Azure Services, such as Face; or the facial recognition functionality in Azure Video Analyzer for Media.

**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>.

**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.

**Azure Private MEC Solution** means a combined software and hardware private multi-access edge compute offering which includes Azure Network Function Manager.

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

**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.

**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.

**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 the [Privacy & Security Terms](#) section.

**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 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 Solution** means any application that the Customer makes available to its end users consisting of Customer's applications and the [Microsoft Azure Services](#), whereby Customer's application adds primary and significant functionality and is not primarily a substitute to the [Microsoft Azure Services](#). Customer applications that only provide billing, license management, and/or infrastructure services (e.g., virtual machines, containers, storage, or management for such infrastructure services) do not constitute "primary and significant functionality."

**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 Products and 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 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 an Azure service) 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.

**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.

**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 to which a License is assigned. 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 to which a License is assigned. 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 identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

**Microsoft Azure Services Plan** means a subscription to one of the individual Microsoft Azure Services identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans.

**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 that provides resource assistant to computers in a network. Any 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).

**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 an Azure service.

**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 services and Microsoft consulting services (e.g., for data migration) provided to Customer. "Professional Services" does not include Products.

**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 a Product) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

**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.

**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.

**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).

**Standards** means any technology specification created by an organization or contractually-formed group whose activities include developing, promulgating, or otherwise producing technical standards to be used by adopters or implementers.

**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 Product Terms, 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.

**Telecommunication Service Providers** are entities that provide communications services, telephony services, voice or data transmission services, and wireless prepaid services.

**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, or Product-Specific Terms:** Indicates the Product-specific terms and conditions governing deployment and use of the Product in the Product Terms, including those in the product specific sections of the Product Terms.

**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 (subject to the Outsourcing Software Management clause in the Universal License Terms for all Software), (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.

## Other Legal Terms



## 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	Bridge Intune	Bridge O365+Intune	Bridge EMS
<b>Exchange Server 2019 Standard</b>					
<a href="#">Base</a>	X		X		X
<b>Exchange Server 2019 Enterprise</b>					
<a href="#">Base</a>	X		X		X
<b>SharePoint Server Subscription Edition</b>					
<a href="#">Base</a>	X		X		X
<b>Skype for Business Server 2019</b>					
<a href="#">Base</a>	X		X		X
<b>Windows Server 2022 Standard</b>					
<a href="#">Base</a>	X	X	X	X	
<b>Windows Server 2022 Datacenter</b>					
<a href="#">Base</a>	X	X	X	X	
<b>Windows MultiPoint Server 2016 Premium (Academic only)</b>					
<a href="#">Base</a>	X	X	X	X	
<b>Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)</b>					
<a href="#">Management</a>	X	X			
<b>System Center Endpoint Protection 1606</b>					
<a href="#">Management</a>	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	Bridge Intune	Bridge O365+Intune EMS	Bridge EMS
<b>Exchange Server 2019 Standard</b>					
<a href="#">Base</a>	X		X		X
<a href="#">Additive</a>	X		X		X
<b>Exchange Server 2019 Enterprise</b>					
<a href="#">Base</a>	X		X		X
<a href="#">Additive</a>	X		X		X
<b>SharePoint Server Subscription Edition</b>					
<a href="#">Base</a>	X		X		X

<a href="#">Additive</a>	X		X		X
<b>Microsoft Audit and Control Management Server 2013</b>					
<a href="#">Base</a>	X		X		X
<b>Skype for Business Server 2019</b>					
<a href="#">Base</a>	X		X		X
<a href="#">Additive</a>	X		X		X
<b>Windows Server 2022 Standard</b>					
<a href="#">Base</a>	X	X	X	X	
<a href="#">Additive</a> (RMS)	X	X	X	X	
<b>Windows Server 2022 Datacenter</b>					
<a href="#">Base</a>	X	X	X	X	
<a href="#">Additive</a> (RMS)	X	X	X	X	
<b>Windows MultiPoint Server 2016 Premium (Academic only)</b>					
<a href="#">Base</a>	X	X	X	X	
<a href="#">Additive</a> (RMS)	X	X	X	X	
<b>Advanced Threat Analytics 2016</b>					
<a href="#">Management</a>	X	X		X	
<b>Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)</b>					
<a href="#">Management</a>	X	X			
<b>System Center Endpoint Protection 1606</b>					
<a href="#">Management</a>	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.

	<b>Enterprise Mobility + Security</b>	
<b>Servers</b>	<b>E3</b>	<b>E5</b>
<b>Windows Server 2022 Standard</b>		
<a href="#">Base</a>	X	X
<a href="#">Additive</a> (RMS)	X	X
<a href="#">Additive</a> (MIM)	X	X
<b>Windows Server 2022 Datacenter</b>		
<a href="#">Base</a>	X	X
<a href="#">Additive</a> (RMS)	X	X
<a href="#">Additive</a> (MIM)	X	X
<b>Windows MultiPoint Server 2016 Premium (Academic only)</b>		
<a href="#">Base</a>	X	X
<a href="#">Additive</a> (RMS)	X	X
<b>Advanced Threat Analytics 2016</b>		
<a href="#">Management</a>	X	X
<b>Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)</b>		
<a href="#">Management</a>	X	X

<b>System Center Endpoint Protection 1606</b>		
<a href="#">Management</a>	X	X
<b>System Center Service Manager</b>		
<a href="#">Management</a>	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.

	<b>Office 365 Enterprise</b>		
<b>Servers</b>	<b>E1</b>	<b>E3</b>	<b>E5</b>
<b>Exchange Server 2019 Standard</b>			
<a href="#">Base</a>	X	X	X
<a href="#">Additive</a>		X	X
<b>Exchange Server 2019 Enterprise</b>			
<a href="#">Base</a>	X	X	X
<a href="#">Additive</a>		X	X
<b>SharePoint Server Subscription Edition</b>			
<a href="#">Base</a>	X	X	X
<a href="#">Additive</a>		X	X
<b>Microsoft Audit and Control Management Server 2013</b>			
<a href="#">Base</a>		X	X
<b>Skype for Business Server 2019</b>			
<a href="#">Base</a>	X	X	X
<a href="#">Additive</a> (Enterprise)	X	X	X
<a href="#">Additive</a> (Plus)			X

## Microsoft 365

	<b>Microsoft 365</b>		
<b>Servers</b>	<b>F1/F3</b>	<b>E3</b>	<b>E5</b>
<b>Exchange Server 2019 Standard</b>			
<a href="#">Base</a>		X	X
<a href="#">Additive</a>		X	X
<b>Exchange Server 2019 Enterprise</b>			
<a href="#">Base</a>		X	X
<a href="#">Additive</a>		X	X
<b>SharePoint Server Subscription Edition</b>			
<a href="#">Base</a>		X	X
<a href="#">Additive</a>		X	X
<b>Microsoft Audit and Control Management Server 2013</b>			
<a href="#">Base</a>		X	X
<b>Skype for Business Server 2019</b>			
<a href="#">Base</a>		X	X

<a href="#">Additive</a> (Enterprise)		X	X
<a href="#">Additive</a> (Plus)			X
<b>Windows Server 2022 Standard</b>			
<a href="#">Base</a>	X	X	X
<a href="#">Additive</a> (RMS)	X	X	X
<a href="#">Additive</a> (MIM)	X	X	X
<b>Windows Server 2022 Datacenter</b>			
<a href="#">Base</a>	X	X	X
<a href="#">Additive</a> (RMS)	X	X	X
<a href="#">Additive</a> (MIM)	X	X	X
<b>Advanced Threat Analytics 2016</b>			
<a href="#">Management</a>	X	X	X
<b>Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)</b>			
<a href="#">Management</a>	X	X	X
<b>System Center Endpoint Protection 1606</b>			
<a href="#">Management</a>	X	X	X
<b>System Center Service Manager</b>			
<a href="#">Management</a>	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](http://go.microsoft.com/?linkid=9710837) and the Microsoft Privacy Statement available at [go.microsoft.com/fwlink/?LinkID=248686](http://go.microsoft.com/fwlink/?LinkID=248686).

### 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 Communication Services

Certain Online Services provide services for voice and text communications ("Communication Services"). These Communication Services are provided by Microsoft through the Microsoft Affiliate or other service provider authorized to administer them. Pricing for Communication Services may include applicable taxes and fees. Communication Services terms may vary from country to country. All included taxes, fees and

terms for Communication Services are disclosed in the terms of use available on the Volume Licensing site at <https://aka.ms/CommunicationServicesTerms>. If an Online Service enables you to access voice and text communication features provided by third parties those services are provided under separate terms directly between you and the third party. Microsoft is not the provider of, and does not manage billing or support for, any such third-party communication services.

## 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 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 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](http://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.

## NVIDIA Components

The software may include components of NVIDIA Corporation's CUDA Toolkit, NVIDIA drivers, CUDA Deep Neural Network Library (cuDNN), NVIDIA Collective Communications Library (NCCL), and NVIDIA TensorRT ("NVIDIA Components"). Customer agrees that its use NVIDIA Components in the software is governed by the following NVIDIA license terms, as applicable: for NVIDIA CUDA Toolkit, <https://docs.nvidia.com/cuda/eula/index.html>; for NVIDIA drivers, <https://www.nvidia.com/content/DriverDownload-March2009/licence.php?lang=us>; for cuDNN it is <http://docs.nvidia.com/deeplearning/sdk/cudnn-sla/index.html>; for NCCL it is <http://docs.nvidia.com/deeplearning/sdk/nccl-sla/index.html>; and for TensorRT it is <https://docs.nvidia.com/deeplearning/sdk/tensorrt-sla/index.html>. As stated in their respective license terms, Customer acknowledges that certain NVIDIA Components as delivered are not tested or certified by NVIDIA for use in connection with the design, construction, maintenance, and/or operation of Critical Applications, that is systems where the use or failure of such system could result in a situation that threatens the safety of human life or results in catastrophic damages. Neither Microsoft nor NVIDIA shall be liable to Customer or any third party, in whole or in part, for any claims or damages arising from Critical Applications uses. Customer agrees to indemnify NVIDIA against all claims, damages, and costs arising from Critical Application uses as stated in the applicable NVIDIA terms. Customer is solely responsible for ensuring that any product or service developed with the NVIDIA Components as a whole includes sufficient features to comply with all applicable legal and regulatory standards and requirements.

## Professional Services

Customer's right to use Professional Services are subject to these Product Terms. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services. In the event of a conflict between these Product Terms and any

separate agreement, the most current terms or agreement governing the Professional Services will control. If Customer's volume licensing agreement 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, these Product Terms will apply to any Professional Services purchased and used by Customer.

Data protection and security terms for Professional Services Data are in the DPA. When used in the sections listed below, the defined term "Professional Services" includes Supplemental Professional Services, and the defined term "Professional Services Data" includes data obtained for Supplemental Professional Services.

## Warranties; Obligations of the Parties

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft of such performance failure within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price Customer paid for them. The foregoing is 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. Except for the limited warranty above, 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. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

### Acceptable Use Policy

Customer must not (and is not licensed to) use the Services Deliverables:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others; or
- in any application or situation where use of the Services Deliverables 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.

### High Risk Use

WARNING: Modern technologies may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Services Deliverables are not designed or intended to support any use in which a service interruption, defect, error, or other failure of a Services Deliverable 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 the Services Deliverables such that, in the event of any interruption, defect, error, or other failure of the Services Deliverables, 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 Services Deliverables 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 Customer's High Risk Use. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's separate agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

### 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.**

## Use, Ownership, and License 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 the Professional Services or 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 prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing.

### *Services Deliverables License*

Upon payment in full for fee based Professional Services, otherwise upon delivery, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to and in accordance with these Product Terms, 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 these Product Terms 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.

### *Retained Rights*

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in these terms. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a 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.

### *License Restrictions*

Customer must not (and is not licensed to) (1) reverse engineer, decompile, disassemble or work around any technical limitations in any Product, Fix, or Services Deliverable except to the extent that applicable law doesn't allow this restriction, (2) install or use non-Microsoft technology in a way that would subject Microsoft's intellectual property or technology to any other license terms, or (3) work around any technical limitations in a Product, Fix, or Services Deliverable or restrictions in Product Documentation. Except as expressly permitted in Customer's separate agreement and any agreed statement of services or separate license, or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately, or (2) distribute, sublicense, rent, lease, lend, sell, offer for sale or otherwise make available any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

### *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 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.

### *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.

### *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 these Professional Services terms 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.

### *Availability*

Described below are some of the Professional Services that are available for purchase through Microsoft Volume Licensing. Additional Professional Services may be available and will be described in Customer's Enterprise Services Work Order or other applicable Statement of Services.

### *Microsoft Support Services*

Microsoft Support Services are a set of comprehensive enterprise support services. Microsoft Unified or Premier Support, including Enhanced Services and Solutions, are available for purchase through Microsoft Volume Licensing.

#### **Microsoft Unified Support**

Unified Support services are sold in packages and described in the applicable services description document.

- Unified Advanced and Performance support services are delivered as described in the Support & Consulting Services Description ("SCSD") located at <https://www.microsoft.com/en-us/microsoftservices/support-consulting-services-description>.
- Unified Enterprise support services are delivered as described in the Unified Enterprise Support Services Description ("USSD") located at <https://www.microsoft.com/unified-support-services-description>.

#### **Microsoft Premier Support**

Premier Support services are sold in packages as described in the Enterprise Services Description of Services ("Description of Services"), located at <https://www.microsoft.com/en-us/microsoftservices/description-of-services>.

#### **Microsoft Enhanced Services and Solutions for Premier and Unified Support**

In addition to the services provided as part of the Unified Support packages and Premier packages, the following optional Enhanced Services and Solutions may be purchased. Enhanced Services and Solutions are available for an additional fee.

- Designated Support Engineering ("DSE"): DSE services are delivered as described in the applicable services description (SCSD or USSD).
- Rapid Response services are delivered as described in the applicable services description (SCSD or USSD).
- For Unified Support only - Microsoft Azure Event Management ("AEM") services are delivered as described in the USSD.
- For Unified Support only - Office 365 Engineering Direct services are delivered as described in the USSD.
- Developer Support services are delivered as described in the applicable services description (SCSD or USSD).

- For Unified Support only - Support for Mission Critical services are delivered as described in the USSD.

### *Microsoft Support Services Business Rules*

Reference the applicable services description (SCSD or USSD) for applicable rules and limitations for the support services being purchased, in addition to the following:

- Support Services are provided in the country in which the VL agreement is signed.
- Contact Microsoft for the purchase of any additional Unified or Premier Support services that are not available for purchase through Microsoft Volume Licensing.

### *Microsoft Digital Advisory Services Offerings*

The Digital Advisory Service offerings are only available for US Federal customers. The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Volume Licensing Agreement:

Area	Digital Advisory Connect	Digital Advisory Foundation	Digital Advisory Portfolio
SKU Product Family	9TH-xxxx	BA3-xxxx	9RO-xxxx
Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)	Specific services provided may change over time.		
Digital Advisory Network	Specific services provided may change over time.		
Digital Advisory Services Library	Specific services provided may change over time.		
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

### **Digital Advisory Service Modules**

The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

### **Services Out of Scope**

The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

### **Customer Responsibilities**

Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Onsite visits of Microsoft resources must be mutually agreed, and Customer is responsible for

reasonable travel and living expenses, as determined by the Digital Advisor.

## 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.

## Promotions

### Windows 7 ESU Promotion for Windows E5, M365 E5, and M365 E5 Security Users

Users licensed with Windows E5, Microsoft 365 E5, or Microsoft 365 E5 Security SLs through an Enterprise Agreement or Enterprise Agreement Subscription as of January 14, 2020 ("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 without the need for a Windows 7 ESU license. 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 Windows E5, Microsoft 365 E5, or Microsoft 365 E5 Security SLs.

### Free Audio Conferencing for EA/EAS/EES Customers

Customers may acquire free Audio Conferencing licenses until the end of their enrollment, up to three years. Offer valid from August 1, 2020, until May 31, 2022, available only for net new Audio Conferencing seats (defined as seats incremental to any existing seats as of August 1, 2020) for EA, EAS, or EES (A3 Only) customers with paid subscriptions that include Teams. Excludes users accessing Teams via a trial offer. Not available to customers and users based in India and to customers in China. Requires at least 20% Teams meetings adoption within the first six months of acquiring promotional licenses to maintain free Audio

Conferencing. Teams meeting adoption is calculated as Monthly Active Users divided by Total Paid Teams Licenses. Standard limitations (Audio Conferencing: <https://docs.microsoft.com/en-us/microsoftteams/audio-conferencing-in-office-365>) and Trial Terms (Trial Agreement: <https://legal.office.com/en-us/docid20>) apply. Please contact your Microsoft account representative for more details.

## Azure Virtual Desktop Per User Access Pricing Promotion

Customers may acquire a promotional license to access and use Azure Virtual Desktop per user access licenses for a promotional monthly access cost of \$0 for their use between July 14 to December 31, 2021. This Azure Virtual Desktop per user access Pricing Promotion is available only to a customer's use of Azure Virtual Desktop per user access licenses to serve Azure Virtual Desktop Customer Solutions to third parties on Azure. This discount does not apply to any costs arising from a customer's general Azure consumption, including from their use of Azure Virtual Desktop per user access licenses. This offer excludes use of Azure Virtual Desktop per user access for a customer's internal purposes. Customers will be charged for their access to Azure Virtual Desktop per user access starting January 1, 2022, at then-current rates.

## Software Assurance Benefits

### Purchasing & Renewing Software Assurance

For information about purchasing and renewing Software Assurance, see "[Purchasing & Renewing Software Assurance](#)".

### 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	
Workplace Discount Program	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.

### *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.

<b>Qualifying Desktop Application</b>	<b>Office Online rights</b>
Office Standard	Office for the web  Office Online Server
Office Professional Plus	
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 Workplace Discount Program*

The Microsoft Workplace Discount Program provides Customer's employees the right to acquire Microsoft products or services made available through the Microsoft Workplace Discount 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 Workplace Discount 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 Microsoft 365 Family or Microsoft 365 Personal through the Workplace Discount Program website.

Microsoft 365 Family or Microsoft 365 Personal subscriptions acquired through the Microsoft Workplace Discount Program website may currently be renewed at the then current Microsoft Workplace Discount 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 Workplace Discount 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.

Workplace Discount Program 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 Workplace Discount Program license.

Qualifying Desktop Application	Corresponding Workplace Discount Program License
Visio Standard 2016/2019/2021	Visio Professional 2021 HUP
Visio Professional 2016/2019/2021	
Project Standard 2016/2019/2021	Project Professional 2021 HUP
Project Professional 2016/2019/2021	

The terms of use for products and services acquired through the Workplace Discount Program software are between Microsoft and Customer's employee and are accessed through the Microsoft Workplace Discount 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 Workplace Discount Program, immediately and without notice, in connection with unauthorized access to or licensing through the Microsoft Workplace Discount Program website in connection with that customer's program code.

For more information on the Microsoft Workplace Discount Program, refer to <http://www.microsoft.com/licensing> or <https://aka.ms/workplacediscountprogram>.

## 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 Licensing Brief: Microsoft Step-Up Licenses (<https://aka.ms/licensingbrief-stepups>).

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:

- 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.
- 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.
- 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 2022 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2022 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.

Any 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 may also use License Mobility in conjunction with Self Hosted Applications.

Customer's software must:

- 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);
- 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;
- 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
- 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.

- Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
- 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.
- 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.

# Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms

This section includes the additional or alternative terms that apply to hardware Products that are identified below. If there is a conflict between the provisions of this section and that of the Product Terms, this section shall govern and control for that hardware Product.

## Azure Data Box Hardware Terms

The terms and conditions located at <https://docs.microsoft.com/azure/databox/data-box-hardware-additional-terms> are incorporated by reference into these hardware terms.

## Definitions

**Azure Storage** means the Microsoft-managed cloud service that provides data storage.

**Azure Storage Account** means an account that enables Customer to access and store its information using the Azure Storage service.

**Data Box Device** means a hardware device, including Data Box Software, that Microsoft may provide for Customer's temporary use in transporting data between its premises and the Azure datacenter. The family of Data Box Devices includes Data Box, Data Box Disk, and Data Box Heavy, and successors.

**Data Box Software** means all software provided on or in connection with a Data Box Device, including all tools, updates, and associated documentation.

**Designated Azure Data Center** means the Microsoft Azure data center designated by Microsoft as the data center to which Customer will return the Data Box Device, which may be different than the data center where Customer prefers to store its data and/or the location of Customer's Azure Storage Account.

**Microsoft Azure Data Box Service** or **Service** means the Microsoft Azure service that enables customers to store and transfer large amounts of data to and from data centers on the Data Box Device. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

### *Data Box Software*

The Data Box Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting data as enabled by the Data Box Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation; (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use non-Microsoft software or technology with Data Box Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

### *Azure Service Terms*

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription agreement as described at <https://azure.microsoft.com/support/legal/>. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Data Box Device as part of the Service.

### *Product Use Rights*

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Data Box Device to transport and transfer data.

**Customer Determination of Appropriateness.** Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in the Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

**No Transfer or Access.** Customer agrees to not sell, assign, or transfer the Data Box Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Data Box Device (including the Software).

### *Disclaimer of Warranty*

THE DATA BOX DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## Azure Stack Edge Hardware Terms

The terms and conditions located at <https://docs.microsoft.com/azure/databox-online/azure-stack-edge-add-hardware-terms> are incorporated by reference into these hardware terms.

### *Definitions*

**"Azure Stack Edge Device"** means hardware devices, including Software, that are offered as part of Azure Stack Edge family of devices as described at <https://azure.microsoft.com/products/azure-stack/edge/>.

**"Azure Stack Edge Service" or "Service"** means the Azure service that enables customers to receive, provision, use and manage an Azure Stack Edge Device. For clarity, the Service includes without limitation, any associated technology or functionality (e.g., creating a share), information, materials, and Service updates.

**"Software"** means all software provided on or in connection with an Azure Stack Edge Device, including all tools, updates, and associated documentation.

### *Azure Services Terms*

These Azure Stack Edge Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Azure Stack Edge Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription as described at <https://azure.microsoft.com/support/legal/>. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Azure Stack Edge Device as part of the Service.

### *Use of Azure Stack Edge Device and Software*

#### **Conditions for Azure Stack Edge Use**

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Azure Stack Edge Device, provided that Customer implements the following:

- **Data Protection.** Customer is responsible for protection, including retaining backup copies of customer data stored on the Azure Stack Edge Device in the event of device failure, loss, or destruction.
- **Customer Determination of Appropriateness.** Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Azure Stack Edge Device as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
- **No Transfer or Access.** Customer agrees to not sell, assign, or transfer the Azure Stack Edge Device,

and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Azure Stack Edge Device (including the Software).

- **Accreditation.** To the extent that Customer is a governmental entity, Microsoft also grants Customer the right to place the Azure Stack Edge Device through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top-secret domain.

## **Software**

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software only with the Azure Stack Edge Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Azure Stack Edge Device; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Azure Stack Edge Device documentation ; (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology with the Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Azure Stack Edge Device, the separate license terms for those modules or agents will govern and control for the use of such modules or agents.

## **Activation/Consent for Internet-based Services**

Activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, including device properties (e.g., node, chassis and component numbers, software and firmware versions, timestamps of registration, etc.) and Customer environment details (e.g., time and update server IP address).

Microsoft uses this information to make the Internet-based services available to Customer. By using the Azure Stack Edge Device and Software, Customer consents to the transmission of this information to Microsoft.

## **Software Updates**

Microsoft may make updates available for the Azure Stack Edge Device. To continue to receive Azure Stack Edge support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

## *Survival*

The sections titled Azure Services Terms, Software, Survival, and Disclaimer of Warranty will survive expiration or termination of these Additional Terms.

## *Disclaimer of Warranty*

**THE AZURE STACK EDGE DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

## Azure Stack Hub Ruggedized from Microsoft Hardware Terms

### *Definitions*

**Documentation** means the Ruggedized Azure Stack Hub user documentation set forth in <https://aka.ms/azurestackhub>.

**Azure Stack Hub Ruggedized from Microsoft or Appliance** means an integrated hardware system, including Software, that Microsoft may offer as part of the Azure Stack family of Appliances as described at <https://azure.microsoft.com/en-us/overview/azure-stack/>, for Customer's use at Customer's designated premises.

**Azure Stack Hub Ruggedized Service or Service** means the Azure service that enables Customers to receive, provision, use, and manage the Appliance in running Azure services. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

**Software** means all software in object code form provided on or in conjunction with an Appliance, including all tools, updates, and associated documentation.

### *Azure Service Terms; Limitations*

#### **Azure Service Terms**

These Ruggedized Azure Stack Hub Appliance Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Appliance as part of the overall Service. Customer's use of the Service is also subject to the Azure Service Agreement and Terms located at <https://azure.microsoft.com/en-us/support/legal/>, which includes without limitation, the Customer's customer or other license agreement and the Product Terms. These Additional Terms supplement but do not amend or modify any existing terms in the Azure Service Agreement and Terms. If there is a conflict between these Additional Terms and any of the terms comprising the Azure Service Agreement and Terms, the Additional Terms will govern and control for purposes of the use of the Appliance as part of the Service.

#### **Limitations**

Microsoft is not obligated to continue to make the Appliance or any other hardware product available in connection with the Service. The Appliance may not be available in certain regions or jurisdictions, and even where it is, it is subject to availability. Microsoft is not responsible for delays related to the Service that are outside of its direct control. Microsoft reserves the right to refuse to offer the Service and corresponding Appliance to anyone in its sole discretion and judgment. Microsoft may suspend the Service in its discretion in accordance with the terms for Microsoft Azure services under the [Universal License Terms for Online Services](#).

### *Use of the Appliance and Software*

#### **Conditions for Appliance Use**

Subject to the payment of applicable fees, Microsoft grants Customer permission to use to the Appliance, provided that Customer implements the following:

- **Data protection.** Customer agrees to take certain precautions regarding its customer data: (i) Back up and protect all data prior to copying to and storing on the Appliance; (ii) do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Appliance to Microsoft; and (iii) Apply updates as set forth herein and perform preventative maintenance as recommended by Microsoft.
- **Customer Determination of Appropriateness.** Customer agrees (i) that it is solely responsible for

determining the appropriateness of using the Appliance as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

- **Deployment pre-requisites and facility assessment.** Customer agrees to meet Microsoft's requirements necessary to support the installation, use, maintenance, and removal of the Appliance.
- **No Transfer or Access.** Customer agrees to not sell, assign, or transfer the Appliance, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Appliance (including the Software).

### **Accreditation**

To the extent that the Customer is a governmental entity, Microsoft also grants Customer the right to place the Appliance through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top secret domain.

### **Software**

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software with the Appliance, and for no other purpose. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Appliance; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Appliance documentation (if any); (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. Subject to the foregoing limitations, Customer's use of the Software is subject to the software license terms presented to or otherwise made available to Customer in connection with the Appliance, and also includes without limitation, any separate license terms for any separate modules or agents to run additional Azure services on or in connection with the Appliance. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Appliance, the separate license terms for those modules or agents shall govern and control for the use of such modules or agents.

### **Restrictions on Benchmarking**

Customer may not use the Software for comparisons or "benchmarking," except for Customer's internal purposes, nor publish or disclose the results thereof.

### **Activation/Consent for Internet-based Services**

If activation of the Software is necessary, activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, as described in the Documentation. Microsoft uses this telemetry to make the Internet-based services available to Customer. By using the Appliance and Software, Customer consents to the transmission of this information to Microsoft.

### **Software Updates**

Microsoft may make Software updates available for the Appliance. If updates are made available, the updates from Microsoft will be licensed by Microsoft and any third-party updates will be licensed by the applicable third party. In order to continue to receive Appliance support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates in compliance with Microsoft's published or provided policy.

### *Delivery, Deployment, and Use of the Appliance*



- **Delivery.** The Service and the Appliance are offered as a Microsoft first party service under these Additional Terms and the Azure Service Agreement and Terms, and by which Microsoft will deliver the Appliance to Customer's specified location ("Customer Specified Location"), subject to Service and Appliance availability.
- **Deployment.** Microsoft will initiate and complete the deployment of the Appliance at the Customer Specified Location, which can typically take up to fifteen (15) days.
- **Use.** As part of the Service, Microsoft allows Customer to use the Appliance for as long as the Customer has an active subscription to the Service, which use includes but is not limited to, use of the hardware, hardware support, and basic software infrastructure services (e.g., storage, compute, including virtual machines and containers). As part of the deployment and use of the Service and the Appliance, Customer agrees to provide assigned resources at the level reasonably requested by Microsoft to address pre-requisite activities, information, items for deployment, and ongoing management.
- **Optional Services.** Customer may use and subscribe to additional, optional services in connection with the Service and Appliance that will be subject to a separate fee or subscription.

### *Title and Risk of Loss; Shipment and Return Responsibilities*

#### **Title and Risk of Loss**

All right, title and interest in each Appliance is and shall remain the property of Microsoft, and except as expressly set forth in these Additional Terms, no rights are granted to any Appliance (including under any patent, copyright, trade secret, trademark or other proprietary rights). Customer will compensate Microsoft for any loss, damage or destruction to or of any Appliance while it is at any of Customer's locations or in the circumstances described in Section "Responsibilities if a Government Customer Moves the Appliance between Customer's Locations," with the exception of expected wear and tear, which includes minor damage (e.g., dings and dents) that do not compromise the structure or functionality of the Appliance. Customer is responsible for inspecting the Appliance upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at [adbeops@microsoft.com](mailto:adbeops@microsoft.com). Customer is responsible for the entire risk of loss of, or any damage (other than expected wear and tear) to, the Appliance once it has been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Appliance for return delivery.

Microsoft may charge Customer a lost device fee for the Appliance (i) if the Appliance is lost or materially damaged while it is Customer's responsibility as described in the previous sentence, or (ii) if Customer does not return the Appliance to the Microsoft-designated carrier for return or Microsoft pursuant to Section "Shipment and Return of the Appliance" below, within 30 days from the end of Customer's use of the Service. Microsoft reserves the right to change the fee charged for lost or damaged devices, including but not limited to, by charging different amounts for different device form factors.

#### **Shipment and Return of the Appliance**

Customer will be responsible for a one-time, per Appliance metered shipping fee for shipping costs and return logistics ("Logistics Fee"), in addition to any taxes, or applicable customs fees. The Logistics Fee includes shipping, setup, refurbishment, data destruction, and coverage for loss of the Appliance in transit. When returning an Appliance to Microsoft, Customer agrees to package and ship the Appliance in accordance with Microsoft's instructions, including the use of a carrier designated by Microsoft and the packaging materials provided by Microsoft. Customer is responsible to remove Customer's data from the Appliance prior to returning it to Microsoft, and follow any Microsoft issued processes for wiping or clearing the Appliance.

### *Disposition at End of Life*

Notwithstanding the foregoing, if Microsoft in its sole discretion determines that the Appliance as part of the Service has reached or exceeded its useful lifespan while it is in the possession of Customer, then Microsoft has the right and ability to change the Appliance or any components thereof. Customer agrees to provide Microsoft with limited access to Customer Specified Location and the Appliance for this purpose. Microsoft will discuss logistics and timing of activities related to this change-out of the Appliance or Appliance components with Customer.

#### *Retention of Hardware Components Option*

Microsoft may provide Customer with separate fee options to retain specified Appliance components (e.g., hard drives) for destruction by Customer or have Microsoft dispose of said components at the end of the Term or Appliance decommissioning.

#### *Responsibilities if a Government Customer Moves the Appliance between Customer's Locations*

If a government Customer is using an Appliance during the government Customer's use of the Service, the government Customer only may, at government Customer's sole risk and expense, transport the Appliance to government Customer's different locations to upload government Customer's data in accordance with Section "Use of the Appliance and Software" above. Subject to Section "Export Control Laws", government Customer is responsible for obtaining at government Customer's own risk and expense any export license, import license and other official authorization for the exportation and importation of the Appliance and associated Software and government Customer's data to any such different location of government Customers. Government Customer is also solely responsible for customs clearance at any such different location of government Customer's, and government Customer will bear all duties, taxes and other official charges payable upon importation as well as any and all costs and risks of carrying out customs formalities in a timely manner. Government Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should government Customer decide to transport the Appliance beyond the country border in which Customer receives the Appliance. Notwithstanding the foregoing, if government Customer transports the Appliance to a different location as set forth in this Section, government Customer agrees to cause the Appliance to return to the country location where Customer received it initially, prior to returning the Appliance to Microsoft or a government Customer Specified Location. Government Customer acknowledge that there are inherent risks in shipping data on and in connection with the Appliance, and that Microsoft will have no liability to government Customer for any damage, theft, or loss occurring to an Appliance or any data stored on one, including without limitation in transit. It is Customer's responsibility to obtain the appropriate support agreement from Microsoft in order to meet government Customer's operating objectives for the Appliance; however, depending on the location to which government Customer intends to move the Appliance, Microsoft's ability to provide hardware servicing and support may be delayed, or may not be available.

Non-government Customers shall not transport an Azure Stack Hub Ruggedized device to a country different from the one to which it was delivered by Microsoft.

#### *Fees*

Microsoft will charge Customer specified fees in connection with Customer's use of the Appliance as part of the Service, with the current schedule of fees as provided by Microsoft. For clarity, Customer may use other Azure services in connection with Customer's use of the Service, and Microsoft deems such services as separate and additional services subject to separate subscription or metered fees and costs, as those additional services are installed on the Appliance. By way of example only, Azure Storage, Azure Compute, and Azure IoT Hub are separate Azure services, and if used (even in connection with its use of the Service), separate Azure metered services will apply.

### *Survival*

Sections Azure Services Terms, Software, Survival, Disclaimer of Warranty, Privacy Terms and Export Control Laws will survive expiration or termination of these Additional Terms.

### *Disclaimer of Warranty*

**THE APPLIANCE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS IS PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

### *Hardware Updates; Support*

#### **Hardware Updates**

Microsoft is not required to provide Customer with any new Appliance releases, enhancements, or updates for the Appliance. If Microsoft opts to do so, such new releases, enhancements, or updates ("Hardware Updates") will be subject to the terms of these Additional Terms. Customer agrees to provide limited access to the Customer Specified Location for the purpose of applying new hardware components or the Appliance itself.

#### **Support**

As part of the subscription to the Service, Microsoft will provide a baseline level of support for the Service and Appliance. Customer will also enroll in the Microsoft Premier Support plan.

### *Maintenance*

Customer agrees that it will not allow anyone to access, repair, or otherwise maintain the Appliance at the Customer Specified Location other than Microsoft or its designees upon request, except for an emergency situation such as fire or imminent personal injury.

### *Privacy Terms*

- **Privacy.** The Microsoft Privacy Statement (<http://www.microsoft.com/privacystatement/OnlineServices/Default.aspx>) applies to the Service and the Appliance under these Additional Terms.
- **Terms.** Customer agrees to comply with all data protection laws that apply to Customer's use of the Service, its handling of data with the Appliance or in Azure, or if government Customer moves the Appliance as described in the "Responsibilities if a Government Customer Moves an Appliance between Customer's Locations" section above.
- **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <http://go.microsoft.com/?linkid=9840733>.

### *Applicability of Service Level Agreement*

Service level agreements that apply to specified Azure services listed in the Service Level Agreement for Microsoft Online Services do not apply to the Service or the Appliance, since Customer is running the Service

and Appliance locally, where customer controls and has responsibility for the physical environment.

## Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. The tables below detail the applicable online service Suite SL that fulfills the SL requirements for each individual online service. For Education and Government offers, see the Public Sector tables below.

### Enterprise Mobility + Security

	Subscription License Suites - Enterprise Mobility + Security	
Online Service	E3	E5
Microsoft Intune P1	X	X
Azure Info Protection Premium Plan 1	X	
Azure Info Protection Premium Plan 2		X
Azure Active Directory Premium Plan 1	X	
Azure Active Directory Premium Plan 2		X
Microsoft Defender for Identity		X
Microsoft Defender for Cloud Apps		X

### Microsoft 365 Enterprise

	Subscription License Suites - Microsoft 365 Enterprise							
Online Service	F1	F3	F5 Security Add-on	F5 Compliance Add-on	E3	E5	E5 Security	E5 Compliance
Exchange Online K1		X						
Exchange Online Plan 2					X	X		
Exchange Online Archiving				X	X	X		
SharePoint Online K1	X	X						
SharePoint Online Plan 2					X	X		
Skype for Business Online Plan 2					X	X		
OneDrive for Business Plan 2					X	X		
Microsoft Teams Phone Standard						X		
Audio Conferencing						X		
Microsoft 365 Apps for enterprise					X	X		
Office 365 Data Loss Prevention				X	X	X		
Microsoft Defender for Endpoint Plan 1					X			
Microsoft Defender for Endpoint Plan 2			X			X	X	

Microsoft Defender for Office 365 Plan 1			X			X	X	
Microsoft Defender for Office 365 Plan 2			X			X	X	
Microsoft Power BI Pro						X		
Microsoft Intune P1	X	X			X	X		
Azure Info Protection Premium Plan 1	X	X			X			
Azure Info Protection Premium Plan 2				X		X		X
Azure Active Directory Premium Plan 1	X	X			X			
Azure Active Directory Premium Plan 2			X			X	X	
Microsoft Defender for Identity			X			X	X	
Microsoft Defender for Cloud Apps			X	X		X	X	X
Microsoft Advanced Threat Analytics	X	X			X	X		
Microsoft Stream	X <sup>7,8</sup>	X <sup>7,8</sup>			X	X		

<sup>7</sup> Cannot upload or modify videos.

<sup>8</sup> Cannot create live events.

## Microsoft 365 Business

	Subscription License Suites - Microsoft 365 Business		
Online Service	Microsoft 365 Business Basic	Microsoft 365 Business Standard	Microsoft 365 Business Premium
Exchange Online Plan 1	X	X	X
Exchange Online Plan 2			
SharePoint Online Plan 1	X	X	X
SharePoint Online Plan 2			
Skype for Business Online Plan 2	X	X	X
OneDrive for Business Plan 1	X	X	X
OneDrive for Business Plan 2			
Microsoft Teams Phone Standard			
Audio Conferencing			
Microsoft 365 Apps for business		X	X
Microsoft 365 Apps for enterprise			
Office 365 Data Loss Prevention			X
Microsoft Defender for Office 365 Plan 1			X
Microsoft Defender for Office 365 Plan 2			

Microsoft Power BI Pro			
Microsoft Intune P1			X
Azure Info Protection Premium Plan 1			X
Azure Active Directory Premium Plan 1			X
Azure Active Directory Premium Plan 2			
Microsoft Defender for Identity			
Microsoft Defender for Cloud Apps			
Microsoft Defender for Business			X
Microsoft Stream	X <sup>8</sup>	X <sup>8</sup>	X <sup>8</sup>

<sup>8</sup>Cannot create live events.

## Office 365 Enterprise

	Subscription License Suites - Office 365 Enterprise <sup>1, 3</sup>			
Online Service	F3	E1	E3	E5
Exchange Online K1	X			
Exchange Online Plan 1		X		
Exchange Online Plan 2			X	X
SharePoint Online K1	X			
SharePoint Online Plan 1		X		
SharePoint Online Plan 2			X	X
Skype for Business Online Plan 2		X	X	X
OneDrive for Business Plan 1		X		
OneDrive for Business Plan 2			X	X
Microsoft Teams Phone Standard				X
Audio Conferencing				X
Microsoft 365 Apps for enterprise			X	X
Office 365 Data Loss Prevention			X	X
Microsoft Defender for Office 365 Plan 1				X
Microsoft Defender for Office 365 Plan 2				X
Microsoft Power BI Pro				X
Microsoft Stream	X <sup>7,8</sup>	X	X	X

<sup>1</sup> Add-on Suite SLs that include "without Apps for enterprise" in the title do not include rights to Microsoft 365 Apps for enterprise.

<sup>3</sup> Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5 is dependent on regional availability.

<sup>7</sup>Cannot upload or modify videos.

<sup>8</sup>Cannot create live events.

## Public Sector

## Microsoft 365 Education

	Subscription License Suites - Microsoft 365 Education				
Online Service	A1 (Device license)	A3 <sup>5</sup>	A5	A5 Security	A5 Compliance
Exchange Online Plan 2		X	X		
SharePoint Online Plan 2		X	X		
Skype for Business Online Plan 2		X	X		
OneDrive for Business Plan 2		X	X		
Microsoft Teams Phone Standard			X		
Audio Conferencing			X		
Microsoft 365 Apps for enterprise		X	X		
Office 365 Data Loss Prevention		X	X		
Microsoft Defender for Endpoint Plan 1		X			
Microsoft Defender for Endpoint Plan 2			X	X	
Microsoft Defender for Office 365 Plan 1			X	X	
Microsoft Defender for Office 365 Plan 2			X	X	
Microsoft Power BI Pro			X		
Microsoft Intune P1 for Education	X	X	X		
Azure Info Protection Premium Plan 1		X			
Azure Info Protection Premium Plan 2			X		X
Azure Active Directory Premium Basic	X				
Azure Active Directory Premium Plan 1		X			
Azure Active Directory Premium Plan 2			X	X	
Microsoft Defender for Identity			X	X	
Microsoft Defender for Cloud Apps			X	X	X
Microsoft Advanced Threat Analytics		X	X		
Microsoft Stream		X	X		
Minecraft: Education Edition		X	X		

<sup>5</sup> Microsoft/Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams and will not have access to Skype for Business Online.

## Office 365 Education

	Subscription License Suites - Office 365 Education <sup>3</sup>		
Online Service	A1	A3	A5
Exchange Online Plan 1	X		
Exchange Online Plan 2		X	X
SharePoint Online Plan 1	X		
SharePoint Online Plan 2		X	X
Skype for Business Online Plan 2	X	X	X
OneDrive for Business Plan 1	X		
OneDrive for Business Plan 2		X	X
Microsoft Teams Phone Standard			X
Audio Conferencing			X
Microsoft 365 Apps for enterprise		X	X
Office 365 Data Loss Prevention		X	X

Microsoft Defender for Office 365 P2			X
Microsoft Power BI Pro			X
Microsoft Defender for Office 365 P1			X
Microsoft Stream			X
Exchange Online Plan 1			X
Exchange Online Plan 2			X

<sup>3</sup> Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5/A5 is dependent on regional availability.

## Office 365 Government

	Subscription License Suites - Office 365 Government <sup>1,3</sup>				
Online Service	F3	E1	E3	E4	E5
Exchange Online K1	X				
Exchange Online Plan 1		X			
Exchange Online Plan 2			X	X	X
SharePoint Online K1	X				
SharePoint Online Plan 1		X			
SharePoint Online Plan 2			X	X	X
Skype for Business Online Plan 2		X	X	X	X
OneDrive for Business Plan 1		X			
OneDrive for Business Plan 2			X	X	X
Microsoft Teams Phone Standard					X
Audio Conferencing					X
Microsoft 365 Apps for enterprise			X	X	X
Office 365 Data Loss Prevention			X		X
Microsoft Defender for Office 365 P2					X
Microsoft Power BI Pro					X
Microsoft Defender for Office 365 P1					X
Microsoft Stream					X

<sup>1</sup> Add-on Suite SLs that include "without Apps for enterprise" in the title do not include rights to Microsoft 365 Apps for enterprise.

<sup>3</sup> Inclusion of Skype for Business Online Audio Conferencing with Office 365 E5/A5 is dependent on regional availability.

## Purchasing & Renewing Software Assurance

### Purchasing Software Assurance

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

- Commit to attaching SA on all platform products.
- Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
- 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.