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# FAQ: Product Licensing | Microsoft Volume Licensing

21-27 minutes

The following questions are related to product licensing under Microsoft Volume Licensing agreements unless otherwise noted. Licensing information for retail (FPP) or original equipment manufacturer (OEM) products can be found in the Software License Agreement terms for those products. If you need more information or your question is not answered here, please contact your Microsoft reseller or your regional Microsoft customer support center.

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# **General**

### Introduction to Product Terms

The <u>Product Terms</u> replaced the Product List and Product Use Rights (PUR) beginning July 1, 2015. The Product Terms consolidates and distills the content previously published in the Product List and PUR, without substantively changing terms and conditions for existing products. We combined the two documents into one Product Terms document that is structured based on the products so that

it's easier to understand how to purchase and use products. The new document reduces the overall size of the contract without diminishing customers' use rights.

The <u>Product Terms</u> is backward compatible with existing Volume Licensing agreements. The Product Terms states that references to Product Use Rights and the Product List in customer agreements refer to the applicable sections of the new document. The Product Terms does not substantively change how you may deploy and use products, and existing customers can look to the Product Terms (for products covered by the new document) or, as your agreements permit, the existing Product Use Rights for your use of product versions that were available prior to July 1, 2015. For more information, download <u>Microsoft Product Terms Explained</u>.

The Product Terms is organized around Product Entries. The Product Entries provide information specific to a product and point you to other relevant content in supporting sections of the document (for example, Universal License Terms or the Software Assurance Appendix). Product Entries provide Program Availability, Product Conditions, Use Rights, and Software Assurance terms. The document is designed to be easy to use. For example, you can point to the blue text to display term definitions or click links in the document to go to relevant terms and conditions outside of the Product Entries.

The Product Terms will be updated monthly. These monthly updates enable the use rights to be aligned with price list

availability.

The terms of your Volume Licensing agreement determine which license terms apply to the use of software. In some cases, the Product Terms in effect at signing an Enrollment govern use of all versions available as of that date and all licenses for those versions purchased during the Enrollment, regardless of the specific license order date. In other cases, the Product Terms in effect as of the order date govern use of software under licenses acquired.

# **Downgrade rights**

Downgrade rights (rights to use a prior version of a product) are granted as part of all the Volume Licensing agreements. However, you need to refer to the <u>Microsoft Product Terms</u> for particular downgrade paths for specific products because they may have migrated to other products or other editions.

For more information, see the <u>Volume Licensing brief for</u> downgrade rights.

No. Downgrade rights grant the end user the right to use prior versions of Microsoft software, not other editions of the software released at the same time, unless explicitly stated in the Product Terms (or successor documents).

Note that Microsoft makes a distinction between the terms "version" and "edition" when referring to product licenses. The term "edition" means different functional offerings within a product family that are usually released at the same time (for example, Office Professional Plus 2013 and Office Standard 2013). The term "version" refers to different

generations of a product family. Downgrade rights between the current generation (N), the prior generation (N-1), and the generation prior to that (N-2) are limited to the same functional editions within each version (for example, Windows 10 Pro downgrades to Windows 8.1 Pro).

Although you have the right to downgrade products, the Microsoft Volume Licensing Service Center (VLSC) generally provides download access only to the current (N) and the prior version (N-1) of products. Note: In addition to VLSC download software access, all Volume Licensing customers can choose to purchase physical media (CD/DVD) copies of their licensed software through their Microsoft reseller.

If you previously received physical media (CD/DVD) of prior Microsoft products that your organization is currently licensed to use through downgrade rights, you may use these prior software versions at your discretion. Learn more about Microsoft Volume Licensing fulfillment.

# Reimaging rights

#### **Software Assurance**

To confirm successor versions of products and particular Software Assurance migration paths for products that have migrated to other products or other editions, review the Microsoft Product Terms. Refer to the index for products no longer available. The index will refer you to relevant migration rights and the Product Terms (or Product List) update in which they appeared.

Yes, you can attach standalone Software Assurance coverage to an OEM/Retail product license, but you must do so within 90 days of purchasing the OEM/Retail (FPP; full packaged product) product license. This option is available only for particular products through particular Volume Licensing programs. For details, see the Microsoft Product Terms.

If you acquire Software Assurance for an OEM/Retail (FPP; full packaged product) product license within 90 days of purchase, you gain the option of installing and using the Volume Licensing software version of the product at any time. If you do this, your use of the software becomes subject to the <a href="Microsoft Product Terms">Microsoft Product Terms</a> for that product and the terms and conditions of your organization's Volume Licensing agreement.

# Third-party use

Yes, as long as those licenses are used for the benefit of your company, the licensee, you can assign your licenses to third-party devices.

You are limited in how often you can assign your licenses. Volume Licensing product licenses can be reassigned to other devices every 90 days, not more frequently. If the software will be used for the benefit of the contractors and not your organization then the contractors need to purchase their own licenses or explore other types of short-term software subscription licenses.

# Windows client operating system

### Windows 10

The following Windows 10 editions are offered through Volume Licensing:

- Windows 10 Enterprise E3 (available per user or per device)
- Windows 10 Enterprise E5 (available per user or per device)
- Windows 10 Pro Upgrade
- Windows 10 Enterprise LTSB
- Windows Virtual Desktop Access (VDA) (available per user or per device)
- Windows 10 Education E3/A3
- Windows 10 Education E5/A5

See the Microsoft Product Terms for details by offer.

No. Windows 10 Enterprise offers are only available for purchase through Volume Licensing agreements.

Windows Defender Advanced Threat Protection is a service that helps enterprises detect, investigate, and respond to advanced attacks on their networks. It is only available in Windows 10 Enterprise E5 through Volume Licensing. Learn more about Windows Defender Advanced Threat Protection.

Windows 10 Enterprise with Software Assurance is now Windows 10 Enterprise E3. And Windows 10 Education is now Windows 10 Education E3/A3. These are simply name changes, with no change to included features.

# **Upgrade license**

Microsoft Volume Licensing programs do not offer Windows desktop operating system licenses; Volume Licensing provides only Windows upgrade licenses. Before you are eligible to acquire an upgrade license for the Windows desktop PC operating system through Microsoft Volume Licensing programs, you must first have licensed and installed a qualified full desktop operating system on your device.

# Access by multiple users/devices

No. The Windows desktop operating system cannot be used as a "server." Device connection is allowed only for certain purposes (such as File Services, Print Services, Internet Information Services, Internet Connection Sharing, and Telephony Services). If you want to host applications and access them from multiple devices or for multiple users simultaneously, you need to license Server/CAL products. For more information, download the Volume Licensing brief, Licensing Windows client and server operating systems in multiuser scenarios (PDF, 530 KB).

You can install multiple copies of the Windows operating system on the licensed device only if the device licensed for Windows Enterprise is covered with active Software Assurance for Windows, as stated in the Microsoft Product Terms.

No. The use of the software is limited to one user at any given time. This includes the use of Roaming Rights (see below); while the primary user is accessing Roaming Rights,

no other user is permitted to use the actual licensed device. For more information, see the Volume Licensing brief, Licensing Windows desktop operating system for use with virtual machines (PDF, 270 KB).

## **Rental Rights**

No. Rental Rights licenses are special, supplemental licenses for purchase by PC rental or leasing companies that buy and continue to own fleets of PCs. They are not designed for end-user customers. Learn more about Rental Rights.

Rental Rights licenses address scenarios in which organizations rent, lease, or outsource PCs to third parties. The following are examples of scenarios that are in and out of the scope of the Rental Rights licenses.

### In scope

# Out of scope

- leasing companies
- Business service centers (for
- example, copy/print Academic institutions stores)
- Internet cafés
- Hotel and airport kiosks
- Governmenttendered shared

- Office equipment
   License Microsoft products via a hosted solution (Services Provider License Agreement [SPLA])
  - Libraries
  - Internal use (shared PCs)
  - Traditional financing (for example, rent-to-own programs)
  - Finance Leases and Long-Term Leases are permitted as described in

In scope	Out of scope
access	the Lease Agreement for Microsoft
	Products Installed on Leased
	Computers (PDF, 510 KB)

# Software Assurance and Windows Virtual Desktop Access (VDA)

Windows Enterprise is the only edition eligible for Software Assurance. Learn more about <u>Software Assurance</u>.

Windows VDA is a per device or per user subscription license designed to help organizations license devices or users that do not qualify for Software Assurance, such as "thin client" devices and users who are not the primary user of a device that qualifies for Software Assurance. The license provides the right to access a virtual desktop. Per device and per user Windows VDA subscriptions are available through the Microsoft Volume Licensing Enterprise Agreement, Select Plus, Microsoft Products and Services Agreement, and Enrollment for Education Solutions programs. Per device Windows VDA subscriptions are also available through the Open Value and Open Value Subscription programs.

Yes. With Windows Enterprise per User and Windows VDA per User options, you license an individual instead of a device. With the per user license, you can:

 Install Windows Enterprise locally on any of the licensed user's devices that are licensed for Windows 7/8/8.1/10, and any Windows tablet that has a diagonal screen size of 10.1 inches or fewer.

 Access Windows Enterprise across any of the licensed user's devices with Virtual Desktop Infrastructure (VDI) or Windows To Go.

Learn more about Windows Enterprise per User and Windows VDA per User.

Currently, there is no SPLA model for Windows VDA.

Customers who subscribe to desktops from a third-party hoster will need to pay Microsoft for a Windows VDA license for each device accessing Windows client virtual machines in the datacenter. Additionally, hosters need to ensure that they isolate the hardware and other resources for each company (that is, no two customers can share the same set of resources, such as hardware, storage, and the like).

### Remote access

No. No more than once every 90 days, you may designate a single user who physically uses the licensed device as the licensed user. The licensed user may access the licensed device from another device using remote access technologies. Other users, at different times, may access the licensed device from another device using remote access technologies, but only on devices that are separately licensed to run the same or higher edition of this software.

# **Desktop**

### Office 365 ProPlus

No. The products both offer a great productivity experience, but they are not the same product. The products are two different ways to consume Microsoft Office—you can choose the offering that best fits your needs.

Office 365 ProPlus is a per user subscription service offering, not a desktop application software product. To use the software, you must have an active subscription. You can install and use the software on up to five different devices while the subscription is active.

Perpetual rights are typically available under a desktop application license. With this type of license, you have the right to use the software for as long as you want (as long as you comply with other licensing conditions); however, the license is assigned to a single device that may be used by different users (one at a time).

If you are licensed for Office 365 ProPlus, you may deploy and use Office on up to five devices, anywhere; they may be either company-managed or third-party devices. You may deploy one of five permitted copies on a personal laptop device and use it to work from anywhere, at home or at work.

No. Office 365 ProPlus is a per user subscription service, not a desktop application software product (like Office Professional Plus 2013). Therefore, you must deploy the user-authenticated software provided to Office 365 users.

### Qualified device

No. The "portable device right" is not relevant for Office

Professional Plus licenses purchased as "company-wide"
Enterprise Products under the terms of Enterprise
Agreement, Enterprise Subscription Agreement, Open Value
Company-wide, Open Value Subscription, and Campus and
School Agreements.

For those programs, all devices—including portable computers that are used by or for the benefit of an organization's users—need to be counted as Qualified Devices in order to purchase Enterprise Products (such as Windows Upgrade licenses, Office Professional Plus, Core CAL Suite/Enterprise CAL Suite).

For more information see your Volume License agreement and Microsoft Product Terms.

### **Remote access**

If you are the single primary user of that work PC in the office, you may remotely access that PC from any device. But if you are not the primary user of that work PC, you will need an additional Office license on the device that you are using.

Under the network use provision, you may run software on a network server that will be accessed and used by your licensed desktops by using Remote Desktop Services (or similar technology) and/or VDI (Virtual Desktop Infrastructure). To access applications such as Office on your network, you must also license each remote accessing device even if Office software is not installed on the local device (for example the local device is a "thin client").

Because Microsoft Office is licensed through a devicebased licensing model only, each desktop desktop/thin client that is used to access Microsoft Office by using Remote Desktop Services must have a separate Microsoft Office license dedicated to it. Licenses for Microsoft Office cannot be shared across desktops to support concurrent use. Furthermore, with the 2007 release, generally only licenses obtained through Volume Licensing can be deployed to a network server for remote access. The same rules apply to VDI scenarios. Each desktop/thin client that is used to access Microsoft Office running on virtual desktops on the server must have a separate Microsoft Office license dedicated to it. For more information, download the Volume Licensing brief, Licensing Windows Server Remote Desktop Services and Microsoft desktop applications for use with RDS (PDF, 508 KB).

# Multiple copies on a licensed device

Yes, you may install any number of copies and any prior version on the licensed device. Software Assurance is not required for this use right for Office.

# **Servers**

# **CAL** requirements

No. CAL requirements differ among server products. The general rule is that you must acquire and assign a CAL to each device or user that accesses your server software. Beyond that, however, there may be product-specific

exceptions to that rule that affect a given product's CAL requirement.

With Exchange Server 2013, for example, CALs are not required unless the server access is directly or indirectly authenticated by using Active Directory. For Windows Server, a CAL is required for all users or devices that are accessing the server. The CAL must be of the same version or later; however, for Windows Server 2012 R2, you can use a Windows Server 2012 CAL to access the server.

For complete information about the different Microsoft CAL requirements, see the Microsoft Product Terms.

Generally, additive CALs can access any edition of server software. For example, Exchange Server 2010 and Exchange Server 2013 are available in both a Standard Edition and Enterprise Edition. The Exchange Standard CAL and Exchange Enterprise CAL may be used with either edition of the server software.

For more information, download the Volume Licensing brief, Base and Additive Client Access Licenses (CALs): An explanation (PDF, 523 KB).

The CAL version must correspond to the server software version that it accesses. Older versions of CALs cannot be used with the newer version of the server software, but newer version RDS CALs can be used with an older version of the server software as defined in the RDS and TS CAL Interoperability Matrix.

The only exception to this rule is the R2 server releases; the

older CALs sometimes work with the newer R2 release of server software. For example, there are no new Windows Server 2012 R2 RDS CALs required, so the current requirement is that you need at least a Windows Server 2012 RDS CAL to access RDS on Windows Server 2012 R2 servers.

Yes. Your company's CALs permit access to servers licensed by your company or its affiliates. They do not permit access to any other entity's licensed servers.

Yes. An RDS CAL is required for any technology that is used to directly or indirectly interact with a graphical user interface of the server software. This includes (but is not limited to) using Microsoft Remote Desktop Services or other third-party software that enables multiuser scenarios on Windows Server.

Yes. An RDS CAL is required for the use of any functionality included in the Remote Desktop Services role in Windows Server. For example, if you are using RDS Gateway and/or Remote Desktop Web Access to provide access to a Windows client operating system on an individual PC/virtual desktop, both an RDS CAL and a Windows Server CAL are required.

For more information, download the Volume Licensing brief, <u>Licensing Windows Server Remote Desktop Services and Microsoft desktop applications for use with RDS</u> (PDF, 508 KB).

Yes, if the user or device is authenticated or otherwise individually identified by a server running Windows Server

through any other means, the user or device must have a Windows Server CAL. The specific Windows Server CAL requirement is defined in the Microsoft Product Terms.

# Multiplexing

Yes. If those processes by which the data is made accessible to users are all automated, SQL Server CALs (or per Core licenses) are required because this use is considered a multiplexing scenario. Multiplexing does not reduce the number of Microsoft licenses that are required. End users are required to have appropriate licenses, regardless of their direct or indirect connection to the product. Any user or device that accesses the server, files, data, or content provided by the server that is made available through an automated process requires a CAL.

However, if someone manually uploads or sends an HTML file that was made by SQL Server to a website, then SQL CALs are not required. For more information, download the Volume Licensing brief, <a href="Multiplexing—Client Access License">Multiplexing—Client Access License</a> (CAL) requirements (PDF, 594 KB).

### **EC versus SPLA**

An External Connector (EC) license is an alternative to CALs for each server that external users will access. An EC license assigned to a server permits access by any number of external users, as long as that access is for the benefit of the licensee and not the external user. If the usage does not meet these conditions, you need to choose SPLA because

such access is considered Hosting.

### **Multi-tenant**

Yes. If your end customer has active Software Assurance on a qualifying server application licensed product, your end customer may use their qualifying license to run the application in an SPLA virtualized environment. The virtualized environment used by the end customer must be dedicated to the customer's sole use and may not be shared with any other separately licensed end customers. In addition, the SPLA providing the hosted service to the end customer must be an Authorized Mobility Partner.

For details, visit the <u>License Mobility through Software</u>
Assurance webpage.

## **Specialty server**

No. Windows Server does not require that a user or a device have a Windows Server CAL to access Internet Web Solutions or High Performance Computing workloads (see the Microsoft Product Terms for the definition of these workloads). For all other access to the server software, a CAL is required for each user or device.