(For ISV Royalty Program Only)

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| **Microsoft® Dynamics® 365 Server Edition [[1]](#footnote-1)** |
| **Server Licenses:      [[2]](#footnote-2)**  User Client Access Licenses:      [[3]](#footnote-3)  Device Client Access Licenses:      [[4]](#footnote-4) |
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# OVERVIEW.

## Software. The software includes

1. server software,
2. additional software that may only be used with the server software directly, or indirectly through other additional software.

## License Model. The software is licensed based on

1. the number of instances of server software that you run; and
2. the number of devices and users that access instances of server software.

## License Terms for Use with Virtual Server and Other Similar Technologies.

1. **Instance.** You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
2. **Run an Instance.** You “run 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.
3. **Operating System Environment.** An “operating system environment” is

* 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.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

* one physical operating system environment
* one or more virtual operating system environments.

1. **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system. For the purposes of these terms, a server may be owned and managed by you (“your server”), or be fully physically dedicated to you under the day to day management and control of a third party entity (e.g. Outsourcing Company).
2. **Assigning a License.** To assign a license means simply to designate that license to one device or user.

# USE RIGHTS.

## Assigning the License to the Server.

### Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.

### You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

## Running Instances of the Server Software. You may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

## Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other instances of the additional software, or direct.

1. Microsoft Dynamics 365 for Microsoft Outlook
2. Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics 365
3. Microsoft Dynamics Reporting Extensions for Microsoft Dynamics 365
4. Microsoft Dynamics 365 Report Authoring Extensions
5. Microsoft Dynamics 365 Multilingual User Interface (MUI)
6. Microsoft Dynamics 365 for supported devices

## Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

1. You may create any number of instances of the server software and additional software.
2. You may store instances of the server software and additional software on any of your servers or storage media.
3. You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## Client Access Licenses (CALs).

* + 1. You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
* You do not need CALs for any of your servers licensed to run instances of the server software.
* You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
* You do not need CALs for external users who access instances of the server software indirectly. “External users” means users that are not either (i) your or your affiliates’ employees, or (ii) your or your affiliates’ contractors or agents.
* Your CALs permit access to your instances of earlier versions, but not later versions, of the server software.
  + 1. Categories and Types of CALs. There are three categories of CALs: Microsoft Dynamics 365 for Team Members On-premises CAL, Dynamics 365 for Customer Service On-premises CAL, and Dynamics 365 for Sales On-premises CAL. There are two types of CAL in each category: a device CAL and a user CAL. You may use a combination of category and type.
* The Dynamic 365 for Team Members On-premises CAL (either device or user) allows users only Team Members use access to Microsoft Dynamics 365 Server.
* The Dynamics 365 for Sales On-premises CAL (either device or user) allows users only Sales use access to Microsoft Dynamics 365 Server.
* The Dynamics 365 for Customer Service On-premises CAL (either device or user allows users only Customer Service use access to Microsoft Dynamics 365 Server.
* Each device CAL permits a single device, used by any user, to access instances of the software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the software on your licensed servers.
  + 1. Reassignment of CALs. You may
* permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
* temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

## Multiplexing. Hardware or software you use to

1. pool connections,
2. reroute information, or
3. reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

## No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

## Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

## Third-Party Notices. The software may include third-party materials (i.e., code or documentation) that Microsoft licenses to you under this agreement. Notices, if any, for the third‑party materials are included for your information only.

## Fictitious Data. The uniform resource locators (URLs), addresses, names of individuals, companies, cities, states, and other items depicted and referenced in the software or documentation are fictitious in nature. They are provided as examples and illustrations only. No real association or connection is intended or should be inferred.

## Unified Service Desk. Each Microsoft Dynamics 365 for Sales On-premises CAL or Dynamics 365 for Customer Service On-premises CAL with an active maintenance plan provides you the right to install and use USD. The right to use USD is limited to the user or device to whom the qualifying CAL is assigned. You may not access or use USD after your maintenance plan coverage expires.

# DATA.

## Data Collection. The software may collect information about you and your use of the software and send that to Microsoft. Microsoft may use this information to provide services and improve Microsoft’s products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your applications that access or use the software. If you use these features to enable data collection in your applications, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Microsoft’s data collection and use in the product documentation and the Microsoft Privacy Statement at <http://go.microsoft.com/fwlink/?LinkID=521839>. You agree to comply with all applicable provisions of the Microsoft Privacy Statement.

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