(For ISV Royalty Program Only)

|  |
| --- |
| Microsoft® Office Audit and Control Management Server 2013 |
| Server Licenses:      [[1]](#footnote-1)  User Client Access Licenses:      [[2]](#footnote-2)  Device Client Access Licenses:      [[3]](#footnote-3) |
|  |

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (“Licensor”) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

* updates,
* supplements, and
* Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the software to Licensor.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

AS DESCRIBED BELOW, USING THE SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION FOR INTERNET-BASED SERVICES.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SOFTWARE LICENSE YOU ACQUIRE.

# OVERVIEW.

## Software. The software includes

* server software.

## License Model. The software is licensed based on

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

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

* **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.
* **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.
* **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. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. 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.
* **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.
* **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.

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

* You may create any number of instances of the server software.
* You may store instances of the server software on any of your servers or storage media.
* You may create and store instances of the server 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).

## Included Microsoft Programs. The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

## Third Party Programs. The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any, for the third party program are included for your information only.

# ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

## Client Access Licenses (CALs).

* + 1. You must acquire and assign a SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise 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.
* Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
* CALs are not required to access content, information, and applications that you make publicly available to users over the Internet (i.e., not restricted to Intranet or Extranet scenarios).
  + 1. Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
    2. 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.
  + 1. CAL Waiver for External Users. External Users may access the server under the server license assigned to the server on which the software runs.
    2. CAL Waiver for Users Accessing Publicly Available Content. CALs are not required to access content, information, and applications that you make publicly available to users over the internet (i.e., not restricted to Intranet or Extranet scenarios).

## External Users. External Users means users that are not either your or your affiliates’ employees, or your or your affiliate’s onsite contractors or onsigte agents.

## Multiplexing. Hardware or software you use to

* pool connections,
* reroute information, and
* 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.

# BENCHMARK TESTING. You must obtain Microsoft's prior written apprval to disclose to a third party the results of any benchmark test of the software.

# SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

* disclose the results of any benchmark tests of the software to any third party without Microsoft’s prior written approval;
* work around any technical limitations in the software;
* reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
* make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
* publish the software for others to copy;
* rent, lease or lend the software;
* transfer the software or this agreement to any third party; or
* use the software for commercial software hosting services.

# BACKUP COPY. You may make one backup copy of the software media. You may use it only to create instances of the software.

# DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

# EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

# ENTIRE AGREEMENT. This agreement and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

# LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

# NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

# NO WARRANTIES BY MICROSOFT. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT. MICROSOFT DOES NOT PROVIDE AN IMPLIED WARRANTY OF MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

# NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

# FOR AUSTRALIA ONLY. References to “Limited Warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

**If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.**

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.

1. LICENSOR: Specify the total number of server licenses for which the end user is licensed under this agreement. [↑](#footnote-ref-1)
2. LICENSOR: Specify the total number of user CALs that may access directly or indirectly instances of the server software licensed under this agreement. [↑](#footnote-ref-2)
3. LICENSOR: Specify the total number of device CALs that may access directly or indirectly instances of the server software licensed under this agreement. [↑](#footnote-ref-3)