

Volume
Licensing

Product Terms

January 1, 2021

Table of Contents

INTRODUCTION	4		
ABOUT THIS DOCUMENT	4		
WHAT THIS DOCUMENT CONTAINS	4		
HOW TO NAVIGATE A PRODUCT ENTRY	4		
CLARIFICATIONS AND SUMMARY OF CHANGES TO THIS DOCUMENT	5		
LICENSE TERMS	6		
UNIVERSAL LICENSE TERMS.....	6		
LICENSE MODEL TERMS	9		
DESKTOP APPLICATIONS.....	9		
DESKTOP OPERATING SYSTEMS.....	9		
PER CORE/CAL	9		
SERVER/CAL.....	10		
PER CORE	10		
MANAGEMENT SERVERS	10		
SPECIALTY SERVERS.....	11		
DEVELOPER TOOLS	11		
SOFTWARE	13		
ADVANCED THREAT ANALYTICS.....	13		
AZURE FXT EDGE FILER	14		
BIZTALK	14		
CAL SUITES.....	15		
CORE INFRASTRUCTURE SERVER (CIS) SUITE.....	17		
FOREFRONT.....	19		
MICROSOFT DYNAMICS 365 ON-PREMISES	19		
MICROSOFT IDENTITY MANAGER	21		
OFFICE APPLICATIONS.....	22		
OFFICE DESKTOP APPLICATIONS.....	22		
OFFICE FOR MAC	23		
OFFICE SERVERS.....	24		
EXCHANGE SERVER	24		
PROJECT SERVER	25		
SHAREPOINT SERVER	26		
SKYPE FOR BUSINESS SERVER	27		
SQL SERVER.....	28		
SYSTEM CENTER	31		
SYSTEM CENTER SERVER	31		
MICROSOFT ENDPOINT CONFIGURATION MANAGER (FORMERLY, SYSTEM CENTER CONFIGURATION MANAGER)	32		
SYSTEM CENTER DATA PROTECTION MANAGER.....	33		
SYSTEM CENTER ENDPOINT PROTECTION	34		
SYSTEM CENTER OPERATIONS MANAGER.....	35		
SYSTEM CENTER ORCHESTRATOR	36		
SYSTEM CENTER SERVICE MANAGER.....	37		
VIRTUAL DESKTOP INFRASTRUCTURE (VDI) SUITE	37		
VISUAL STUDIO	38		
VISUAL STUDIO	38		
AZURE DEVOPS SERVER	40		
WINDOWS.....	41		
WINDOWS DESKTOP OPERATING SYSTEM.....	41		
WINDOWS SERVER	47		
WINDOWS MULTIPOINT SERVER	47		
WINDOWS SERVER	48		
ONLINE SERVICES	52		
ONLINE SERVICES REGIONAL AVAILABILITY	52		
ONLINE SERVICES PURCHASING RULES	52		
ONLINE SERVICES RENEWAL	52		
MICROSOFT AZURE SERVICES.....	52		
MICROSOFT AZURE SERVICES.....	56		
MICROSOFT AZURE INFRASTRUCTURE PLANS.....	56		
MICROSOFT AZURE SUPPORT PLANS	57		
MICROSOFT AZURE USER PLANS	57		
MICROSOFT 365	58		
ENTERPRISE MOBILITY + SECURITY	61		
SERVER SUBSCRIPTIONS FOR AZURE.....	61		
MICROSOFT DYNAMICS 365 SERVICES.....	64		
OFFICE 365 SERVICES	68		
MICROSOFT 365 APPLICATIONS.....	68		
OFFICE 365 SUITES	68		
AUDIO SERVICES	70		
EXCHANGE ONLINE.....	71		
MICROSOFT STREAM	71		
ONEDRIVE FOR BUSINESS	72		
PROJECT	72		
SHAREPOINT ONLINE.....	73		
VISIO	73		
WORKPLACE ANALYTICS	73		
OTHER ONLINE SERVICES	74		
BING MAPS	74		
MICROSOFT POWER PLATFORM	75		
GITHUB OFFERINGS	76		
MICROSOFT DEFENDER FOR ENDPOINT (SERVER).....	77		
MICROSOFT CLOUD APP SECURITY.....	77		
MICROSOFT CLOUD HEALTHCARE ADD-ON.....	78		
MICROSOFT GRAPH DATA CONNECT FOR ISVs	78		
MICROSOFT INTUNE	79		
MICROSOFT LEARNING	79		
MINECRAFT: EDUCATION EDITION	80		
VISUAL STUDIO WITH GITHUB ENTERPRISE	80		
GLOSSARY	82		
ATTRIBUTES	82		
CELL VALUES.....	83		
COLUMN HEADINGS	83		

DEFINITIONS.....	84	VISIO	106
APPENDIX A – CAL/ML EQUIVALENT LICENSES.....	87	APPENDIX D – PROFESSIONAL SERVICES.....	107
APPENDIX B – SOFTWARE ASSURANCE.....	88	MICROSOFT PREMIER SUPPORT OFFERINGS	107
PURCHASING SOFTWARE ASSURANCE.....	88	MICROSOFT DIGITAL ADVISORY SERVICES OFFERINGS.....	107
RENEWING SOFTWARE ASSURANCE	88	SALES PRODUCTIVITY ACCELERATOR OFFERINGS.....	108
MIGRATION LICENSE FOR DISCONTINUED OR END-OF-LIFE PRODUCTS	89	APPENDIX E – PROGRAM AGREEMENT SUPPLEMENTAL TERMS .	109
SOFTWARE ASSURANCE BENEFITS.....	89	SUPPLEMENTAL TERMS FOR SELECT PLUS PROGRAM	109
EXTENDED SECURITY UPDATES.....	99	DEFINITION OF MANAGEMENT FOR QUALIFIED DEVICES.....	109
APPENDIX C - ADD-ONS & OTHER TRANSITION LICENSES.....	100	ONLINE SERVICES IN THE OPEN PROGRAMS.....	109
ADD-ONS.....	100	SUPPLEMENTAL TERMS FOR PROFESSIONAL SERVICES – LEGACY AGREEMENTS.....	109
WINDOWS DESKTOP OPERATING SYSTEM.....	100	APPENDIX F – PROMOTIONS	111
MICROSOFT AZURE USER PLANS.....	100	SECURITY AND COMPLIANCE PROMOTION FOR MICROSOFT 365 F1/F3	111
MICROSOFT 365.....	100	WINDOWS 7 ESU PROMOTION FOR WINDOWS E5, M365 E5, AND M365 E5	
ENTERPRISE MOBILITY + SECURITY	100	SECURITY USERS	111
MICROSOFT DYNAMICS 365 SERVICES	100	FREE AUDIO CONFERENCING FOR EA/EAS/EES (A3 ONLY) CUSTOMERS.....	111
VISIO.....	101	FREE AUDIO CONFERENCING FOR CSP AND WEB DIRECT CUSTOMERS	111
OFFICE 365 SUITES	101	POWER APPS PROMOTION FOR EA, EAS, AND CSP CUSTOMERS.....	111
EXCHANGE ONLINE	101	APPENDIX G - STORAGE ARRAY, AND AZURE DATA BOX, AZURE	
PROJECT.....	101	STACK EDGE, AND AZURE STACK HUB RUGGEDIZED FROM	
SHAREPOINT ONLINE	102	MICROSOFT HARDWARE TERMS	112
MICROSOFT INTUNE.....	102	STORAGE ARRAY TERMS	112
FROM SA	102	AZURE DATA BOX HARDWARE TERMS	113
CAL SUITES	102	AZURE STACK EDGE HARDWARE TERMS	116
WINDOWS DESKTOP OPERATING SYSTEM.....	102	AZURE STACK HUB RUGGEDIZED FROM MICROSOFT HARDWARE TERMS.....	119
MICROSOFT 365.....	102	APPENDIX H - STUDENT USE BENEFITS AND ACADEMIC PROGRAMS	
ENTERPRISE MOBILITY + SECURITY	103	123
MICROSOFT DYNAMICS 365 SERVICES	103	STUDENT USE BENEFIT ENTITLEMENTS BY QUALIFYING PROGRAM	123
MICROSOFT 365 APPLICATIONS	105	MIXED EDUCATION PLATFORM PRODUCT (EPP) SCENARIOS.....	124
OFFICE 365 SUITES	105	ENROLLMENT FOR EDUCATION SOLUTIONS (PRE 2017 VERSION) PROGRAM	
PHONE SYSTEM.....	105	AVAILABILITY.....	124
PROJECT.....	105	INDEX.....	125

Introduction

About this Document

Beginning July 1, 2015, the Product Terms replaces both the Product List and the Product Use Rights (PUR) documents. All references to the Product List and PUR in Customer’s volume licensing agreements refer to the applicable sections of the Product Terms. The Product Terms describe the availability of Products and Professional Services through the Microsoft Volume Licensing Programs (previously conveyed through the Product List), as well as the use rights for Software Products (previously conveyed through the PUR). Terms of service for the Online Services referenced in this document are published in the Online Services Terms (OST) at <http://go.microsoft.com/?linkid=9840733>.

Products listed in the Product Terms are available as of the date on the Product Terms [Cover Page](#). Earlier versions of the Product Terms are available on <http://go.microsoft.com/?linkid=9839207>, including earlier versions of the Product List and PUR documents. Information on discontinued Microsoft products and services is available on <http://www.microsoftvolumelicensing.com>. Customers should contact their reseller or Microsoft account manager for information pertaining to regional availability of Microsoft products and Professional Services.

What this Document contains

The Product Terms includes the following sections:

- [Introduction](#), which includes a list of recent changes.
- [License Terms](#), which list the Universal License Terms and License Model Terms that apply to Software Products.
- [Software Products](#), which list all Software Product Entries.
- [Online Services Products](#), which list all Online Services Product Entries.
- [Glossary](#), which defines Attributes, Cell Values, Column Headings and other capitalized terms used in the Product Terms.
- The following appendices:
 - [Appendix A – CAL/ML Equivalent Licenses Table](#), which identifies CAL suites and Online Services subscription Licenses available that provide access to Server Products.
 - [Appendix B – Software Assurance](#), which describes rules on purchasing SA and additional benefits available to SA customers.
 - [Appendix C - Online Services Add-ons & Other Transition Licenses](#), which describe the qualifying products and conditions for Online Services Add-ons and From SA USLs
 - [Appendix D – Professional Services](#), which lists the Professional Services offered through Microsoft Volume Licensing.
 - [Appendix E – Program Agreement Supplemental Terms](#), which provides additional terms for Microsoft Volume Licensing Program Agreements.
 - [Appendix F – Product Promotions](#), which lists Product promotions that are not otherwise on the Price List.
 - [Appendix G - Storage Array and Azure Data Box Terms](#), which provides additional terms for Storage Array and Azure Data Box devices.
 - [Appendix H - Student Use Benefits and Academic Programs](#), which lists the Qualifying Products and associated [Student Use Benefits](#).
- [Index](#), which lists all the Products referenced in the Product Terms and identifies where they are located.

How to Navigate a Product Entry

Each Software Product Entry includes four sections: Program Availability, Product Conditions, Use Rights, and Software Assurance. Each Online Services Product Entry includes two sections: Program Availability and Product Conditions.

1. Program Availability identifies, for each Product, the offering type, point count (where applicable), and availability across volume licensing programs.

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	UV/UVS	EA/EAS	OVS-ES	EES
Windows MultiPoint Server 2012 Standard	12/12	5	8	3	OL						A
Windows MultiPoint Server 2012 Premium	12/12	10	15	5							A

Annotations:

- Open License (OL) column heading
- Point values are for one year (referring to L and L/SA columns)
- A green cell means the Product is available in the column’s Program (referring to OL and S/S+ cells)
- Hovering a cursor over the column headings and cell values displays additional information

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

2. Product Conditions

Prior Version: Visual Studio 2012 (8/12)	Product Pool: Applications	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All except MSDN OS	Transition Eligible: N/A	True Up Eligible: N/A
UTD Discount: N/A		

2.1 License Grant for SQL Server Parallel Data Warehouse Developer
 The Licensed Users under Visual Studio Professional with MSDN, Visual Studio Premium 2013 with MSDN, Visual Studio Premium 2013 with MSDN and Visual Studio Test Professional 2013 with MSDN are deemed to have one license for SQL Server 2012 Parallel Data Warehouse Developer.

Hovering a cursor over blue text displays additional information

A gray cell means the attribute does not apply to the Product(s) listed in 1. Program Availability

3. 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. Terms for Online Services are in the OST.

3. Use Rights

License Terms: Universal Servers/CAL	Product-Specific License Terms: N/A	Additional Software: All
Client Access Requirement: All	External User Access Requirement: CAL	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Project Server 2013 CAL Project Online User SL	Pro... Pro...
---------------------	---	------------------

Blue underline text is a “hyperlink” redirecting to more details

Server Software Access table identifies the licenses needed to access the Servers or manage devices using the Products listed in 1. Program Availability

4. Software Assurance identifies terms and conditions associated with SA coverage.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: All (except Developer and Parallel Data Warehouse)
License Mobility: All (except Developer and Parallel Data Warehouse)	Migration Rights: Product List – March 2014 and March 2015	Roaming Use Rights: N/A
Self Hosting: All (except Developer)		

4.1 SQL Server 2014 Enterprise Core – Unlimited Virtualization
 Customer may run any number of instances of the server software in any number of OSEs on any Licensed Server on all of its core licenses for the Server.

Identifies where information on migration paths from one version of software to another version is located

Clarifications and Summary of Changes to this Document

Below are recent additions, deletions and other changes to the Product Terms. Also listed below, are clarifications of Microsoft policy in response to common customer questions.

Additions	Deletions
None	None

Software

Updated Program Availability tables by adding a CSP column to support the launch of perpetual software in CSP. This includes updates for the following software sections: [BizTalk](#), [Office Desktop Applications](#), [Office for Mac](#), [Exchange Server](#), [Project Server](#), [SharePoint Server](#), [Skype for Business Server](#), [SQL Server](#), [Windows Server](#).

Online Services

[Workplace Analytics](#): Added a license prerequisites table for Workplace Analytics.

License Terms

All instances of the “Use Rights” in Customer’s volume licensing agreement refer to the terms identified in the “Use Rights” section of each Product Entry. For each Product, this includes the Universal License Terms, applicable License Model Terms and any Product-Specific License Terms in the Product Entry.

For Online Services, references to “Use Rights” in Customer’s volume licensing agreement refer to the OST. If a software Product includes both software and online services, the online services will be governed by the terms in the OST and all the software will be governed by these License Terms.

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).

1. Definitions

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Outsourcing Software Management

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

9. 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](#).

10. 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.

10.1 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.

10.2 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.

11. Notices

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

11.1 Internet-based Features

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

11.2 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>.

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

This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice: THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE www.mpegla.com. For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

11.4 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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](#).

17. 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.

17.1 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.

17.2 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.

17.3 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.

18. 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.

19. Processing of Personal Data; GDPR

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

License Model Terms

The License Model for each Product is identified in the Use Rights section of the Product Entry. License Model terms apply to all software Products licensed under that License Model, as specified in the Product Entry and subject to any exceptions and other terms noted in the Product-Specific License Terms.

Desktop Applications

Device License

1. Customer may install any number of copies of the software on a [Licensed Device](#) and on any [Server](#) dedicated to Customer's use for each [License](#) it acquires. Any dedicated [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.
2. 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](#).
3. 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.
4. 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](#).
5. Remote use of the software running on a [Server](#) dedicated to Customer's use 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.

Desktop Operating Systems

Device License

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

Adobe Flash Player

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

Per Core/CAL

Server Licenses (per core)

1. Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Server](#) licenses as described below.
2. The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses](#) per [Physical Processor](#) and a minimum of 16 [Licenses](#) per [Server](#).
3. Datacenter edition permits use of the server software in any number of [OSEs](#) on the [Licensed Server](#).
4. Standard edition:
 - Standard edition permits use of the server software in two [OSEs](#) on the [Licensed Server](#).
 - Standard edition permits use of one [Running Instance](#) of the server software in the [Physical OSE](#) on the [Licensed Server](#) (in addition to two [Virtual OSEs](#)), if the [Physical OSE](#) is used solely to host and manage the [Virtual OSEs](#).
 - Customer may assign additional Standard edition [Licenses](#) to the [Licensed Server](#) equal to the number specified in 2 above and use the server software in two additional [OSEs](#) on the [Licensed Server](#).
5. As long as the total numbers of [Licenses](#) and [Physical Cores](#) remains the same, [License](#) reassignment is permitted any time Customer repartitions a single piece of hardware.
6. As a one-time alternative to assigning base [CALs](#) per user or per device, a number of base [CALs](#) may be dedicated to an [Instance](#) of the server software on a single [Server](#) (per server mode) to permit up to the same number of users or devices to concurrently access that [Instance](#).

Access Licenses

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

Server/CAL

Server Licenses (per Instance)

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

Access Licenses

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

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

1. Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below.
2. The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of four [Licenses](#) per [Physical Processor](#).
3. 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.
4. For each additional Enterprise edition [License](#) that Customer assigns beyond the number of [Licenses](#) required under paragraph 2 above, it may use of the server software in one additional [OSE](#) on the [Licensed Server](#).
5. 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

1. 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.
2. 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](#).
3. 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.

Management Servers

Management Licenses

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

Server Management Licenses (per core)

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

Client Management Licenses (per OSE or user)

1. Customer may use the software on Azure or any [Server](#) dedicated to its use* to Manage an [OSE](#) on a [Licensed Device](#) or [OSEs](#) on devices used by a [Licensed User](#) for each Client Management License it acquires.

2. [OSEs](#) running operating systems other than [Server](#) operating systems require Client Management Licenses or [Management License Equivalent Licenses](#).
3. The number of Client Management Licenses required depends on [License](#) type (per [OSE](#) or user) assigned.
4. Management of an [OSE](#) accessed by more than one user requires an [OSE](#) Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

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.

Developer Tools

User Licenses

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

Additional License Terms for Visual Studio Subscriptions

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

Running the Software on Microsoft Azure Services

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

Additional Requirements

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

Acceptance Testing and Feedback

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

Windows Server 2016 Remote Desktop Services

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

Windows Embedded Product

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Software

Advanced Threat Analytics

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Advanced Threat Analytics 2016 Client Management License per OSE	8/15		2	1				P	A	A	A,ST
Advanced Threat Analytics 2016 Client Management License per User	8/15		2	1				P	A	A	

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: See Appendix H	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Country Restrictions

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

2.2 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase Advanced Threat Analytics 2016 Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 Management License

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 Appendix A)
---------------------------	---	---

3.2 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.

3.3 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.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Azure FXT Edge Filer

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure FXT Edge Filer Subscription License (SL)	6/19								A		
Azure FXT Edge Filer Add-on Subscription License (SL)	6/19								A		

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Add-on SL (Azure Edge Filer SL)	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Azure FXT Edge Filer Add-on SL

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

3. Use Rights

License Terms: Universal ; Specialty Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: Windows Software Components
Notices: N/A		

3.1 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.

4. Software Assurance

SA Benefits: N/A	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

BizTalk

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
BizTalk Server 2020 Branch Edition	1/20	25	38	13	OM			OM, P	A,SP	A	A	
BizTalk Server 2020 Branch IDC	1/20											
BizTalk Server 2020 Enterprise Edition	1/20	200	300	100	OM			OM, P	A,SP	A	A	
BizTalk Server 2020 Standard Edition	1/20	50	75	25	OM			OM, P	A,SP	A	A	
BizTalk Server 2020 Standard Edition IDC	1/20											

2. Product Conditions

Prior Version: BizTalk Server 2016 (12/16)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: All	Reduction Eligible: N/A
Reduction Eligible (SCE): All (except Branch IDC)	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Per Core	Product-Specific License Terms: Branch and Standard	Additional Software: All editions
---	---	-----------------------------------

Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 BizTalk Server Branch and Standard Edition

3.1.1 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](#).

3.1.2 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.

3.2 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.

3.3 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).

3.4 Additional Software

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions	Migration Rights: Product List - December 2014	Roaming Rights: N/A
Self Hosting: All editions (except Branch)	SA Equivalent Rights: N/A	

4.1 Biz Talk 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](#).

4.2 Biz Talk Server Feature Packs

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

CAL Suites

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core CAL Suite (Device and User)		(1)	2	1				E, P	E	ED	AP,SD,S
Core CAL Suite Bridge for Office 365 (User SL)								P	E		

Core CAL Suite Bridge for Office 365 From SA (User SL)					E		
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)					E		
Core CAL Suite Bridge for Microsoft Intune (User SL)					E		
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)				P	E		
Enterprise CAL Suite (Device and User)	(2)	8	2		E, P	E	ED AP,SD,S
Enterprise CAL Suite Bridge for Office 365 (User SL)					P	E	
Enterprise CAL Suite Bridge for Office 365 From SA (User SL)						E	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)						E	
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)						E	
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)					P	E	
Enterprise CAL Bridge for Enterprise Mobility + Security From SA (User SL)						E	

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: CAL Suite Bridge Section 2.3	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Core and Enterprise CAL Suite Bridge (all types). See CAL Suite Bridge Section 2.3.
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: Core CAL or Enterprise CAL Suite		Add-ons and From SA: See Appendix C

2.1 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.

2.2 Components of CAL Suite

Refer to [Appendix A](#), CAL/Management License Equivalent Licenses chart for the current components of the Core CAL Suite and the Enterprise CAL Suite.

2.3 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 its parent CAL Suite. 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

2.4 Student Only CALs (Academic Open License and Academic Select)

Student Only CALs are restricted to license student owned PCs or institution owned PCs dedicated to an individual student and are not for use in labs or classrooms.

3. Use Rights

License Terms: Universal ; Server/CAL , Per Core/CAL , Management Server	Product-Specific License Terms: N/A	Additional Software: N/A
--	-------------------------------------	--------------------------

Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

3.1.1 Exchange Online Archiving for Exchange Server A

Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite for their Organization-Wide count and Student count are authorized to a corresponding number of Exchange Online Archiving for Exchange Server A User SLs for all users covered within their Organization-Wide count and Student count.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 (Forefront United Access Gateway 2010)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 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.

4.2 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Core Infrastructure Server (CIS) Suite

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)			3	2	OM			OM, P	A, SP	A	A
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)			13	8	OM			OM, P	A,SP	A	A
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)			23	8	OM				A,SP	A	A
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)			113	38	OM				A,SP	A	A

2. Product Conditions

Prior Version: N/A	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 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.

2.2 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.

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 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](#).

3.2 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](#).

3.3 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.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 , Product Terms - October and December 2016	Roaming Rights: N/A
Self Hosting: All Editions	SA Equivalent Rights: Yes	

4.1 Microsoft Azure Hybrid Benefit for Windows Server

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

4.2 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](#).

4.3 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.

4.4 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.

4.5 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

4.6 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) 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) 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Forefront

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Forefront Identity Manager 2010 R2 - Windows Live Edition	5/12	25	38	13						A	A

2. Product Conditions

Prior Version: Forefront Identity Manager 2010 - Windows Live Edition (4/10)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Forefront Identity Manager 2010 – Windows Live Edition

Forefront Identity Manager 2010 – Windows Live Edition is the next version for Identity Lifecycle Manager 2007 – Windows Live Edition.

3. Use Rights

License Terms: Universal ; Specialty Server	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Importing identity data: Forefront Identity Manager 2010 R2 Windows Live Edition

Customer may use the software to import identity data, and changes to those data, from one or more connected data sources and to facilitate the synchronization and transfer of those data, between Customer's connected data sources and the Microsoft Passport Network / Windows Live ID service. Customer may not use the software for any other purpose.

3.2 Additional Software

Client Software		
-----------------	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Dynamics 365 On-premises

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Dynamics 365 Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Dynamics 365 Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST

Dynamics 365 Operations On-premises CAL (User)	6/17	(50)					A		A
Dynamics 365 Operations Activity On-premises CAL (User)	6/17	(15)					A		A
Dynamics 365 Operations Device On-premises CAL (Device)	6/17	(10)					A		A
Dynamics 365 Operations Server	6/17	(50)					A		A

2. Product Conditions

Prior Version: Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: 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	Included Technologies: N/A
Notices: Internet-based Features , Bing Maps		

3.1 Dynamics 365 On-premises Server Software Access

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

3.2 Use rights for Dynamics 365 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.

3.3 Use rights for Dynamics 365 On-Premises

3.3.1 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 dedicated [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause. This right does not apply to Dynamics 365 Operations Server.

3.3.2 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.

3.3.3 Dynamics 365 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.

3.4 Additional Software

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

4. Software Assurance

SA Benefits : Server	Disaster Recovery : Operations Server	Fail-Over Rights : Operations Server
License Mobility : Operations Server	Migration Rights : Product List - November 2014 and June 2015 ; Product Terms December 2016 ; Product Terms July 2017	Roaming Rights: N/A
Self Hosting : Operations Server	SA Equivalent Rights: N/A	

4.1 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.

4.2 Dynamics 365 Operations Server Rights

Dynamics 365 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.

4.3 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. Dedicated Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. [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.

4.4 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](#).

4.5 Unified Service Desk (USD)

For each Dynamics 365 Sales On-premises CAL or Dynamics 365 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.

4.6 Dynamics CustomerSource

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Identity Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Identity Manager 2016 CAL (User)	8/15	1	2	1				P	A	A	AO,ST
Microsoft Identity Manager 2016 External Connector	8/15	125	188	63	OM			P	A	A	A

2. Product Conditions

Prior Version : Forefront Identity Manager 2010 R2 (5/12)	Product Pool : Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA) : Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal	Product-Specific License Terms: All editions	Additional Software: Yes
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: N/A		

3.1 Additional Software

Client Software		
-----------------	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Office Applications

Office Desktop Applications

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Access 2019	9/18	1	2	1				P				
Excel 2019	9/18	1	2	1				P				
Office Standard 2019	9/18	2	3	1				P				
Office Professional Plus 2019	9/18	2(1)	3	1				E, P	E	ED	SD,ST	
Office Home & Student 2013 RT Commercial Use	10/12	1	2	1								
Office Multi Language Pack 2013	10/12	1	2	1				P	A			
Outlook 2019	9/18	1	2	1				P				
PowerPoint 2019	9/18	1	2	1				P				
Project Standard 2019	9/18	2	4	2				P	A			
Project Professional 2019	9/18	4(1)	6	2				P	A	A	A, AO,ST	
Publisher 2019	9/18	1	2	1				P				
Skype for Business 2019	9/18	1	2	1				P	A	A	A, AO,ST	
Visio 2019 Standard	9/18	1	2	1				P	A			
Visio 2019 Professional	9/18	2(1)	3	1				P	A	A	A, AO,ST	
Word 2019	9/18	1	2	1				P				
Work at Home for Office Standard 2019	9/18	2							A			
Work at Home for Office Professional Plus 2019	9/18	2							A			

2. Product Conditions

Prior Version: Office 2016 and Office 2016 Applications (10/15)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: See Appendix H	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		Add-ons and From SA: See Appendix C

2.1 Work at Home

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

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

Office Professional Plus 2019	Work at Home for Office Professional Plus 2019
-------------------------------	--

2.2 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.

2.3 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 the Office for the web section [Appendix B](#) with those licenses. This right expires on August 1, 2019.

3. Use Rights

License Terms: Universal ; Desktop Applications	Product-Specific License Terms: Office suites and Office Home & Student RT Commercial Use Rights	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suites only)
Notices: Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business), Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use Rights

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

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

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

3.2 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

3.2.1 Microsoft 365 Apps for enterprise Extended Use Rights

Provided an Institution has licensed Office Professional Plus for all Faculty and Staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or an Enrollment for Education Solutions (pre 2017 versions), each Licensed User may use a Microsoft 365 Apps for enterprise subscription for the sole use of each [Licensed User](#) for the duration of the agreement. [Licenses](#) acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

3.2.2 Graduation Benefit

Institutions with an active Enrollment for Education Solutions may, at any time during the Enrollment term, transfer a Student's Office Professional Plus licenses to such Student when they become a Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run Office Professional Plus becomes perpetual.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)	Roaming Rights: Office, Project and Visio
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Office for Mac

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Excel 2019 for Mac	9/18	1	2	1				P				
Skype for Business for Mac 2019	9/18	1	2	1				P				

Office 2019 for Mac Standard	9/18	2(1)	3	1				P				
Outlook 2019 for Mac	9/18	1	2	1				P				
PowerPoint 2019 for Mac	9/18	1	2	1				P				
Word 2019 for Mac	9/18	1	2	1				P				
Work at Home for Mac 2019	9/18	2										

2. Product Conditions

Prior Version: Office for Mac 2016 and Office for Mac 2016 Applications (9/15)	Product Pool: Application	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: Work at Home	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Work at Home

A Work at Home [License](#) may be acquired for Office for Mac. The [Primary User](#) of the Office 2019 for Mac Standard software may install and use the Work at Home for Mac Office 2019 for Mac Standard software on one device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

2.2 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, then 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.

2.3 Office Online Server

Customers purchasing Office 2016 for Mac Standard licenses before August 1, 2016 may use the editing functionality described in the Office for the web section of [Appendix B](#) with those licenses. This right expires on August 1, 2019.

3. Use Rights

License Terms: Universal ; Desktop Applications	Product-Specific License Terms: Office for Mac	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: Office Web Apps Server 2013 (Office suite only)
Notices: Internet-based Features		

3.1 Office Home & Student 2013 RT Commercial Use

The commercial use restriction for Office Home & Student 2013 RT is waived for the [Primary User](#) of a [Licensed Device](#) running Office 2019/2016 for Mac Standard. Except as provided in this section, the terms provided with the Office Home & Student 2013 RT license will govern.

4. Software Assurance

SA Benefits: Application	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Communicator for Mac 2010, Entourage for Mac 2008)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Office Servers

Exchange Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Exchange Server Enterprise 2019	10/18	50	75	25				P	A	A	A	

[Table of Contents](#)

[Introduction](#)

[License Terms](#)

[Software](#)

[Online Services](#)

[Glossary](#)

[Appendices](#)

[Index](#)

Exchange Server Enterprise 2019 CAL (Device and User)	10/18	1	2	1				P	A	A	AF,ST	
Exchange Server Standard 2019	10/18	10	15	5				P	A	A	A	
Exchange Server Standard 2019 CAL (Device and User)	10/18	1	2	1				P		A	AF,ST	

2. Product Conditions

Prior Version: Exchange Server 2016 (10/15)	Product Pool: Server	Down Editions: Enterprise to Standard
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: N/A	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: Licensed with Server (access to Additional Functionality requires both Base and Additive CALs)	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

Base Access License	Exchange Server 2019 Standard CAL CAL Equivalent License (refer to Appendix A)	Exchange Online (Plan 1/1G/2/2A/2G) User SL
---------------------	--	---

3.1.1 Additional Functionality Associated with Exchange Enterprise CAL

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

Additive Access License	Exchange Server 2019 Enterprise CAL CAL Equivalent License (refer to Appendix A)	Exchange Online (Plan 2/2A/2G) User SL
-------------------------	--	--

3.2 Additional Software

Exchange Management Tools		
---------------------------	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: All editions (server licenses only)	Migration Rights: Product List - June 2015 (External Connector)	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 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.

4.2 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 the OST.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Project Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Project Server 2019	10/18	50	75	25				P	A	A	A	
Project Server 2019 CAL (Device and User)	10/18	1	2	1				P	A	A	A	

2. Product Conditions

Prior Version: Project Server 2016 (5/16)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: CAL	Included Technologies: N/A
Notices: N/A		

3.1 Server Software Access

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

3.2 Additional Software

Software Development Kit		
--------------------------	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Project Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

SharePoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SharePoint Server 2019	10/18	50	75	25				P	A,SP	A	A	
SharePoint Server 2019 Standard CAL (Device and User)	10/18	1	2	1				P		A	AF,ST	
SharePoint Server 2019 Enterprise CAL (Device and User)	10/18	1	2	1				P	A	A	AF,ST	

2. Product Conditions

Prior Version: SharePoint Server 2016 (5/16)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): SharePoint Server	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: Yes	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: N/A
Notices: N/A		

3.1 SharePoint Server 2019 Server Software Access

Base Access License	SharePoint Server 2019 Standard CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online (Plan 1/2) User SL
---------------------	--	--------------------------------------

3.1.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

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

Additive Access License	SharePoint Server 2019 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online (Plan 2) User SL
-------------------------	--	------------------------------------

3.2 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).

3.3 Additional Software

Software Development Kit		
--------------------------	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: SharePoint Server and Office Audit and Control Management Server (server licenses only)	Migration Rights: Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Skype for Business Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Skype for Business Server 2019	10/18	50	75	25				P	A	A	A	
Skype for Business Server 2019 Standard CAL (Device and User)	10/18	1	2	1				P		A	AF,ST	
Skype for Business Server 2019 Enterprise CAL (Device and User)	10/18	1	2	1				P	A	A	AF,ST	
Skype for Business Server 2019 Plus CAL (Device and User)	10/18	1	2	1				P	A, E	A	A,ST	
Skype for Business Plus CAL (User SL)							UC	P	A,UC		A,ST	

2. Product Conditions

Prior Version: Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: Yes	External User Access Requirements: Licensed with Server	Included Technologies: Windows Software Components
Notices: H.264/MPEG-4 and/or VC-1		

3.1 Server Software Access

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

3.1.1 Additional Functionality Associated with Skype for Business Server Enterprise CAL

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

Additive Access License	Skype for Business Server 2019 Enterprise CAL CAL Equivalent License (refer to Appendix A)	Skype for Business Online (Plan 2/2A/2G) User SL
-------------------------	--	--

3.1.2 Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License	Skype for Business Server 2019 Plus CAL Phone System User SL	CAL Equivalent License (refer to Appendix A) Skype for Business Plus CAL User SL
-------------------------	---	--

3.2 Additional Software

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	

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Skype for Business Server	Fail-Over Rights: N/A
License Mobility: Server licenses only	Migration Rights: Product List - April 2015	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)**SQL Server****1. Program Availability**

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SQL Server 2019 Standard	11/19	15	23	8				P	A,SP	A	A	
SQL Server 2019 Standard Core (2-packs of Core Licenses)	11/19	50	75	25	OM			OM, P	A,SP	A	A	
SQL Server 2019 Enterprise	11/19			38				P	A	A	A	
SQL Server 2019 Enterprise Core (2-packs of Core Licenses)	11/19	125	188	63	OM			OM, P	A,SP	A	A	
SQL Server 2019 CAL	11/19	1	2	1				P	A,SP	A	AO,ST	
SQL Server ESU (Standard and Enterprise, Server and Core)									A		A	
SQL Server Big Data Node (BDN)(2-packs of Core Licenses)	11/19								A,SP	A	A	

Note: SQL Server subscription licenses purchased through CSP are subject to different terms as set forth in the [Server Subscriptions for Azure](#) section of these Product Terms.

2. Product Conditions

Prior Version: SQL Server 2017 (10/17)	Product Pool: Server – All editions	Down Editions: Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
Extended Term Eligible: N/A	Prerequisite: ESU and SQL Server Big Data Node require SA for SQL Server	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: Per Core Products only	Reduction Eligible: N/A
Reduction Eligible (SCE): All editions	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 SQL Server Enterprise (Server/CAL)

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

2.2 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.

3. Use Rights

License Terms: Universal; Server/CAL – Standard, Per Core – Standard Core and Enterprise Core	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: Server/CAL editions only	External User Access Requirements: CALs (Server/CAL editions only)	Included Technologies: Windows Software Components
Notices: Internet-based Features		

3.1 Server Software Access

Base Access License	SQL Server 2019 CAL
---------------------	---------------------

3.2 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.

3.3 SQL Server Platform Selection

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

3.4 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](#).

3.5 SQL Server Big Data Nodes

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

3.6 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.

3.7 Use of SQL Server with Container Technology

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

3.8 Additional Software

3.8.1 Additional Software - All (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	

3.8.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine		
---	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions. See Fail-Over Rights section below for additional terms for SQL Server.	Fail-Over Rights: All editions (Not applicable to Parallel Data Warehouse). See Fail-Over Rights section below for additional terms for SQL Server.
License Mobility: All editions of SQL Server (Not applicable to Parallel Data Warehouse) and SQL Server Big Data Node.	Migration Rights: See Product Terms - October 2019 .	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: Yes	

4.1 SQL Server 2019 Enterprise Core - Unlimited Virtualization

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

4.2 SQL Server – Fail-over Rights

For each of its Primary Workloads, Customer is entitled to:

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

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

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

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. 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](#).

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

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

4.4 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.

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

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

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

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

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

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

4.7 SQL Enterprise Core – Running Machine Learning Server for Hadoop

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

4.8 Use of Power BI Report Server – SQL Server Enterprise Edition

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

4.9 Extended Security Updates

Refer to [Extended Security Updates](#) in Appendix B for acquisition and use of Extended Security Updates.

4.10 SQL Server 2019 Enterprise Core - Parallel Data Warehouse Feature Updates

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

4.11 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](#).

[Table of Contents](#) / [Glossary](#) / [Index](#)

System Center

System Center Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Datacenter Server Management License (2-packs of Core Licenses)	3/19		13	8	OM			OM, P	A	A	A
System Center 2019 Datacenter Server Management License (16-packs of Core Licenses)	3/19		38	13	OM			OM, P	A	A	A
System Center 2019 Standard Server Management License (2-packs of Core Licenses)	3/19		3	2	OM			OM, P	A	A	A
System Center 2019 Standard Server Management License (16-packs of Core Licenses)	3/19		23	8	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: System Center 2016 (10/16)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: All editions	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License - System Center 2019 Standard

Server Management License	System Center 2019 Standard Management License
---------------------------	--

3.2 Management License - System Center 2019 Datacenter

Server Management License	System Center 2019 Datacenter Management License
---------------------------	--

3.3 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.

3.4 SQL Server Technology

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

3.5 Windows Server Containers

Customer may Manage any number of [OSEs](#) instantiated as [Windows Server Containers](#) on the [Licensed Server](#).

4. Software Assurance

SA Benefits : Server	Disaster Recovery : All editions	Fail-Over Rights: N/A
License Mobility : All editions (License Mobility through SA only)	Migration Rights : Product List - October 2013 , Product Terms - October 2016 , and December 2016	Roaming Rights: N/A
Self Hosting : All editions	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Endpoint Configuration Manager Client Management License per OSE	10/16*		2	1				P		A	AO,ST
Microsoft Endpoint Configuration Manager Client Management License per User	10/16*		2	1				P		A	
Microsoft Endpoint Configuration Manager Client Management License (Client ML) (Student Only)	10/16*		2	1							

**Microsoft Endpoint Configuration Manager is a Current Branch release originally made available in 10/16 as System Center Configuration Manager.*

2. Product Conditions

Prior Version : System Center Configuration Manager (10/16),	Product Pool : Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA) : Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase Microsoft Endpoint Configuration Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms : Universal ; Management Servers	Product-Specific License Terms : Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirements : ML	Included Technologies : SQL Server Technology, Windows Software Components
Notices : Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	Microsoft Endpoint Configuration Manager (User or OSE)	Microsoft 365 F3 (User SL)
	Microsoft Intune (User SL)	Management License Equivalent License (refer to Appendix A)
	Microsoft Intune for Devices	

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits : Server	Disaster Recovery : Yes	Fail-Over Rights: N/A
License Mobility : N/A	Migration Rights : Product List - October 2013	Roaming Rights: N/A
Self Hosting : Yes	SA Equivalent Rights: N/A	

4.1 Microsoft Endpoint Configuration Manager – VDI Rights

Customers with active SA coverage for Microsoft Endpoint Configuration Manager CMLs, Core CALs, or Enterprise CALs (each, a "VDI qualifying license") may use the software to manage, at any one time, up to four [Virtual OSEs](#) in which software used remotely from the device or by the user to which that VDI qualifying [License](#) has been assigned, is running. Each [Virtual OSE](#) may be run on a different virtual desktop infrastructure hosts.

4.2 Microsoft Endpoint Configuration Manager Current Branch Rights

Customers with active SA on Microsoft Endpoint Configuration Manager [Licenses](#), or ML equivalent Licenses, may install and use the Current Branch option of Microsoft Endpoint Configuration Manager.

4.3 Access to Intune

Customers with active SA on Microsoft Endpoint Configuration Manager [Licenses](#), or ML equivalent Licenses, may permit limited access to Intune by its [Licensed Users](#) in conjunction with use of Microsoft Endpoint Configuration Manager for the co-management of those users' PCs. Access and use of these Intune features are subject to the Intune License Terms as set forth in the [Online Services Terms](#).

4.4 Access to System Center Configuration Manager 1606

Optionally, Customer may use System Center Configuration Manager 1606 in place of the Microsoft Endpoint Configuration Manager to manage its [Licensed Devices](#) or devices used by [Licensed Users](#). The right to use System Center Configuration Manager 1606 continues upon expiration of Customer's SA except in the case of expired subscription-based Microsoft Endpoint Configuration Manager Licenses or expired subscription-based ML equivalent [Licenses](#). This does not permit ongoing use of Microsoft Endpoint Configuration Manager after SA expires.

[Table of Contents](#) / [Glossary](#) / [Index](#)

System Center Data Protection Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Data Protection Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Data Protection Manager per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version : System Center 2016 Data Protection Manager (1/17)	Product Pool : Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA) : Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Data Protection Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Data Protection Manager License (User or OSE)
---------------------------	--

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 , Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

System Center Endpoint Protection

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Endpoint Protection 1606 (Device and User SL)	10/16	1						P		A	A,ST

2. Product Conditions

Prior Version: System Center 2012 R2 Endpoint Protection (10/13)	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirement: N/A	External User Access Requirements: ML	Included Technologies: N/A
Notices: Internet-based Features		

3.1 Management License

Client Management License	System Center Endpoint Protection (User or Device SL) Windows 10 Enterprise E5 and A5 (User SL) Windows 10 Education E5 (User SL)	Intune (User SL, Add-on), Intune for EDU (User SL, Device SL, Add-on), Intune for Devices Window VDA E5 (User SL) M365 E5 Security (User SL)
---------------------------	---	--

3.2 Server Management SLs

In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2016 Datacenter and Standard license terms. For purposes of this statement, [OSEs](#) running server operating systems that access System Center Endpoint Protection or related software are managed [OSEs](#). For this paragraph, a "Servers" is a device on which Customer runs server operating system software.

3.3 Substitution of Scan Engines

Microsoft may substitute comparable software and files for the Online Service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

4. Software Assurance

SA Benefits: N/A	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 System Center Endpoint Protection Current Branch Rights

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

System Center Operations Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Operations Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Operations Manager per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Operations Manager 2016 (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Operations Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies : SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Operations Manager License (User or OSE)
---------------------------	---

3.2 SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software included in the Product in one [OSE](#) on a [Server](#) dedicated to Customer's use for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. Dedicated

Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 ; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

System Center Orchestrator

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Orchestrator per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Orchestrator per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center 2016 Orchestrator (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Orchestrator Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Orchestrator License (User or OSE)
---------------------------	---

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 ; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

System Center Service Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center 2019 Service Manager per OSE (Client ML)	3/19	(1)	2	1				P	A	A	AO,ST
System Center 2019 Service Manager per User (Client ML)	3/19		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center 2016 Service Manager (1/17)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Academic Customers

Enrollment for Education Solutions and School Subscription Enrollment customers may purchase System Center 2019 Service Manager Client Management License per OSE and deploy as per User or per OSE as contemplated in the [Management Servers](#) License Model.

3. Use Rights

License Terms: Universal ; Management Servers	Product-Specific License Terms: Yes	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: ML	Included Technologies: SQL Server Technology, Windows Software Components
Notices: Internet-based Features , Bing Maps		

3.1 Management License

Client Management License	System Center 2019 Service Manager License (User or OSE) Azure Active Directory Premium (P1 and P2) User SL	Microsoft Identity Manager 2016 CAL (User)
---------------------------	--	--

3.2 SQL Server Technology

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

4. Software Assurance

SA Benefits: Server	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - October 2013 ; Product Terms January 2017	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Virtual Desktop Infrastructure (VDI) Suite

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>.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Visual Studio

Visual Studio

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Professional 2019	3/19	2									
Visual Studio Professional 2019 Subscription	3/19	(1)	2	1	OM			OM, P	A,SP	A	A
Visual Studio Enterprise 2019 Subscription	3/19	(1)	51	17	OM			OM, P	A,SP	A	A
Visual Studio Test Professional 2019 Subscription	3/19	(1)	9	3	OM			OM, P	A,SP	A	A
MSDN Platforms	6/13	(1)	9	3	OM			OM, P	A,SP	A	A

2. Product Conditions

Prior Version: Visual Studio 2017 (4/17)	Product Pool: Applications	Down Editions: Enterprise to Professional
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 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.

2.2 License Grant for Azure DevOps Server 2020

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

2.3 Microsoft Azure Services

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

2.4 Windows Virtual Desktop

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

3. Use Rights

License Terms: Universal ; Developer Tools	Product-Specific License Terms: All	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies : SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices : Internet-based Features – All, Bing Maps – All (except MSDN Platforms), H.264/MPEG-4 AVC and/or VC-1 – All (except MSDN Platforms)		

3.1 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.

3.2 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.

3.3 Developing Extensions

3.3.1 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.

3.3.2 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.

3.4 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.

3.4.1 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.

3.5 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 [Desktop Applications License Model](#) in the [License Terms](#) section applies to the **Licensed User**'s use of Office Professional Plus 2019 and the Microsoft 365 Apps for enterprise terms in the Online Services Terms (<https://aka.ms/OST>) applies to **Licensed User**'s use of Microsoft 365 Apps for enterprise.

3.6 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.

4. Software Assurance

SA Benefits: Applications	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - March 2014 and Product Terms - September 2015	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 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 [Appendix B – Software Assurance](#)).

4.2 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Azure DevOps Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Azure DevOps Server 2020 with SQL Server Technology	10/20		8	3				P	A,SP	A	A
Azure DevOps Server 2020 CAL (Device and User)	10/20		8	3				P	A,SP	A	A

2. Product Conditions

Prior Version: Azure DevOps Server 2019 (3/19)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: All	Prerequisite (SA): Appendix B
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): All	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All	Additional Software: All
Client Access Requirements: Yes	External User Access Requirements: CALs	Included Technologies: SQL Server Technology, Windows Software Components
Notices: N/A		

3.1 Server Software Access

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

3.1.1 Additional Functionality

Test Plan

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

3.2 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.

3.3 SQL Server Technology

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

3.4 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.

3.5 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.

3.6 Additional Software

Azure DevOps Server Build Services		
------------------------------------	--	--

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: N/A	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

Windows

Windows Desktop Operating System

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Windows 10 Pro (Per Device)	8/15	2										
Windows 10 Enterprise LTSC 2019 (Per Device)	10/18	2										
Windows 10 Enterprise (Per Device)	10/16	2						E, P	E			
Windows 10 Enterprise E3 (SL)	8/15	2							E			
Windows 10 Enterprise E3 From SA (SL)	8/15	2							E			
Windows 10 Enterprise E5 (SL)	8/16	2					UC		E,UC			
Windows 10 Enterprise E5 From SA (SL)	8/16	2							E,UC			
Windows 10 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	12/14	2							E		A	
Windows 10 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	8/16	2					UC		E,UC			
Windows 10 Education (Per Device)	8/15	(1)	3	1						ED	SD, S	
Windows 10 Education E3 (SL)	10/17										EP	
Windows 10 Enterprise A3 (SL)	10/17											
Windows 10 Education E5 (Per User)	10/17										EP	
Windows 10 Enterprise A5 (Per User)	10/17											
Windows VDA per device(SL)	7/07	2(1)						P	A, E	A	A	
Windows VDA E3 (SL)	12/14	2							E			
Windows VDA E5 (SL)	5/17	2							E			
Windows 10 Home to Pro Right Licensing (Per Device)	4/17	2										
Windows 10 Home to Pro Upgrade for Microsoft 365 Business Premium												
Windows 8.1 Enterprise Sideloading (Per Device)	11/13	1			OM							
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2			OM							
Windows 7 ESU 2020 for M365 (Per Device)	4/19								A		A	
Windows 7 ESU 2020 (Per Device)	4/19								A		A	
Microsoft Defender for Endpoint (SL)									A,UC		A	

2. Product Conditions

Prior Version: Windows 10 Enterprise LTSC 2016 (10/16), Windows Embedded 8.1 Industry (4/14)	Product Pool: System	Down Editions: Enterprise to Pro
Extended Term Eligible: N/A	Prerequisite: All licenses (except Virtual Desktop Access)	Prerequisite (SA): Appendix B, Section 4
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: Add-ons, Additional Products
Reduction Eligible (SCE): N/A	Student Use Benefit: See Appendix H	True-Up Eligible: N/A
UTD Discount: Windows 8.1 Enterprise		Add-ons and From SA: See Appendix C

2.1 License Assignment for Windows Desktop Operating System Licenses

2.1.1 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.

2.1.2 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.

2.1.3 Virtual Desktop Access (VDA) License Assignment Eligibility

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

2.2 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.

2.2.1 Qualifying OS – Per User Licenses and Virtual Desktop Access Per Device/User Licenses

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

2.2.2 Qualifying OS – Per Device Licenses (Excluding Virtual Desktop Access Licenses)

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

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

¹Also applicable to Qualified Devices acquired through merger or acquisition

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

2.2.3 Restricted Use Qualifying OS – Per Device Licenses

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

¹Also applicable to Qualified Devices acquired through merger or acquisition

2.2.3.1 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.

2.2.3.2 Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

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

2.3 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.

2.4 Version-less Windows Pro/Enterprise Upgrades for the People's Republic of China

Version-less Licenses for Windows Enterprise and Windows Professional are only available in the People's Republic of China under the Select Plus, Select, and Open License programs (two points). The Licenses are edition specific, so Customer must use a version of the edition of software acquired. The Qualifying Operating Systems for the Enterprise and Pro editions of Windows 10 apply, respectively, to the version-less Licenses for Windows Enterprise and Windows Professional.

2.5 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.

2.6 Regional Fulfillment Options

2.6.1 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.

2.6.2 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.)

2.7 Windows Embedded 8 Standard Enterprise Kit

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

2.8 Purchase Eligibility for Windows 10 Home to Pro Upgrade for Microsoft 365 Business Premium

Customers in Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland, USA, or any country in the European Union may license the Windows 10 Home to Pro Upgrade for Microsoft 365 Business Premium in any quantity up to the number of its Microsoft 365 Business Premium

subscriptions. Notwithstanding Section 2.2 Qualifying Operating Systems, Customer may install Windows 10 Home to Pro Upgrade for Microsoft 365 Business Premium software on devices licensed with Windows Home version 7 or later.

2.9 Purchase Eligibility for Windows 10 Home to Pro Right Licensing for E3/E5

2.9.1 Prerequisites

Notwithstanding Section 2.2 Qualifying Operating Systems, Customers in Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland, USA, or any country in the European Union are eligible for Windows 10 Home to Pro Right Licensing for devices licensed with Windows Home version 7 or later if they have been continuously licensed with any of the following since March 1, 2017:

- Windows 10 Enterprise per device with active SA
- Windows 10 Enterprise E3/E5 SLs

2.9.2 Purchase Requirements

Windows 10 Home to Pro Right Licenses are available only as a one-time purchase, where all units must be placed under a single order. Customers are required to acquire a license for each device that is licensed with Windows 10 Home and that meets at least one of the following criteria:

- Is licensed with Windows 10 Enterprise per device, or
- On which Pro or Enterprise is installed and is used by a Windows 10 Enterprise E3/E5 Licensed User

2.9.3 License Restrictions

This license does not include the rights to install or run an Instance of any prior version of Windows 10 Pro. Reassignment rights apply only to a replacement device with a Pro or Enterprise qualifying OS.

2.10 Automatic Updates

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

2.11 Windows 7 ESU (Extended Security Updates)

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

2.12 Windows 7 ESU 2020 Entitlement for E5 Security Users

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

2.13 Academic and Charity Programs

2.13.1 License Assignment

2.13.1.1 Per User License Assignment

The Licensed User must be the Primary User of at least one device licensed for a Qualifying OS in section 2.2.2 Per Device Licenses.

2.13.1.2 Per Device License Assignment

The Licensed Device must be licensed with a Qualifying OS in section 2.2.2 Per Device Licenses, 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.

2.13.2 Academic Program Windows Edition Rights

Windows Education licenses include rights to install or activate Windows Enterprise in lieu of Windows Education.

2.13.3 Lab and Library Use

Institutions with Windows Education E3/E5, or Windows 10 Education (per device) assigned to all faculty and staff, Education Qualified Users or Knowledge Workers may install Windows 10 Education, Windows 10 Enterprise, or Windows 10 Pro Academic on any open access lab or library within the Institution’s Organization. Use of the software is otherwise subject to the License terms for Windows 10 Education. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement and Microsoft Customer Agreement.

2.13.4 Shared Devices

Institutions with Windows Education E3/E5 assigned to all [Knowledge Workers](#) or [Education Qualified Users](#) are licensed to run Windows 10 Education, Windows 10 Enterprise, or Windows 10 Pro Academic on any shared device with a qualifying operating system within the Institution's Organization. For the purposes of this subsection, shared device means a device not used by any one person more than 50% of the time during a single work day period, and not assigned to any [Primary User](#) as their primary work device. Use of Windows on shared devices does not count as use of an Education Platform Product under the Enrollment for Education Solutions. Use of the software is otherwise subject to the License terms for Windows 10 Education.

2.13.5 Starter Edition OS Restrictions for Academic Programs

[Licenses](#) acquired under academic or education programs and using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS may not be transferred outside the country of purchase.

2.13.6 Graduation Benefit

Institutions with an active Enrollment for Education Solutions may, at any time during the Enrollment term, transfer a Student's Windows Education license to such [Student](#) when they become a Graduate if the [Student](#) installs or activates Windows Education on a [Student](#) owned device while enrolled at the institution. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate receives a perpetual right to run Windows Education locally on the same device. This entitlement is nontransferable to any other device.

3. Use Rights

License Terms: Universal; Desktop Operating Systems, OST (Microsoft Defender for Endpoint; Windows Update Compliance; Desktop Analytics)	Product-Specific License Terms : All Windows licenses	Additional Software: N/A
Client Access Requirements: N/A	External User Access Requirements: N/A	Included Technologies: N/A
Notices: H.264/MPEG-4 AVC and/or VC-1		

3.1 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.

3.2 Windows 10 Azure AD-Based Activation

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

3.3 Microsoft Defender for Endpoint

Eligible [Licensed Users](#) may use Microsoft Defender for Endpoint on up to five concurrent devices.

3.4 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>.

3.5 Windows 10 Mobile Enterprise

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

3.6 Microsoft Cloud Agreement and Microsoft Customer Agreement Activation Use Rights

For Customers licensed under a Microsoft Cloud Agreement or Microsoft Customer Agreement,

- Notwithstanding sections 3.2 and 3.7, each user may activate no more than five concurrent instances of the software across physical and virtual [OSEs](#).
- Notwithstanding the Universal License Terms or volume licensing agreement, upgrade Licenses do not include rights to run or install a prior version, different language version, different platform version, or a lower edition of Windows, including Windows 10 Enterprise LTSC.
- Section 4 (Software Assurance) does not apply.

3.7 Windows 10 Upgrade Benefit

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

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

3.8 Windows 10 Multitenant Hosting

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

3.9 Windows Virtual Desktop for Windows

Refer to the Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#) for rights to access Windows Virtual Desktop Windows 7 and Windows 10 virtual machines.

4. Software Assurance

SA Benefits: System	Disaster Recovery: N/A	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product List - June 2015 (Windows Companion Subscription)	Roaming Rights: February 2016 – Product Terms
Self Hosting: N/A	SA Equivalent Rights: N/A	

4.1 Software Assurance Additional Use Rights

Section 4 (Software Assurance) applies to the following licenses.

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

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

4.2 Windows Virtualization

4.2.1 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](#).

4.2.2 Remote Virtualization

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

4.3 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.

4.4 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.

4.4.1 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.

4.5 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.

4.6 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.

4.6.1 MDOP Eligibility

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

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

4.7 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.

4.8 Software Assurance Lapse on Perpetual Licenses

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Windows Server

Windows MultiPoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows MultiPoint Server 2016 Premium	10/16	10	15	5				A		A	A

2. Product Conditions

Prior Version: Windows MultiPoint Server 2012 (12/12)	Product Pool: Server	Down Editions: N/A
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: N/A	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Server/CAL	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions	External User Access Requirements: CAL	Included Technologies: N/A
Notices: Internet-based Features , H.264/MPEG-4 AVC and/or VC-1		

3.1 Server Software Access

Base Access License	Windows Server 2019 Remote Desktop Services CAL and Windows Server 2019 CAL	Windows Server 2019 Remote Desktop Services CAL and CAL Equivalent License (refer to Appendix A)
---------------------	---	---

3.1.1 Additional Functionality Associated with Windows Server 2019 Active Directory Rights Management Services CAL

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services CAL	CAL Equivalent License (refer to Appendix A)
-------------------------	---	---

3.2 Running Instances of the Software

Customer may run on the [Licensed Server](#) at any one time one [Instance](#) of the server software in each of the [Physical OSE](#) and one [Virtual OSE](#). If Customer uses the server software in a [Virtual OSE](#), then server software used in the [Physical OSE](#) may be used only to host and manage the [Virtual OSE](#).

3.3 Access Licenses

CALs are not required for access in a [Physical OSE](#) that is used solely for hosting and managing [Virtual OSEs](#).

3.4 Windows MultiPoint Server 2016 Connector

Customer may install and use the Windows Server 2016 MultiPoint Connector software on any device that is licensed to access Windows Server 2016 (or later). It may use this software only to access the MultiPoint Server software. If it accesses the server software from this device solely to use the MultiPoint Dashboard it does not need a Remote Desktop Services CAL.

3.5 Installation Type

Customer may only install Remote Desktop Services and deploy and use the MultiPoint Services role.

3.6 Additional Software

For a list of Additional Software refer <http://go.microsoft.com/fwlink/?LinkId=245856>.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: N/A
License Mobility: N/A	Migration Rights: Product Term - October 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Windows Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Windows Server 2019 Active Directory Rights Management Services CAL	10/18	1	2	1				P	A	A	AO,ST	
Windows Server 2019 CAL	10/18	1	2	1				P		A	AO,ST	
Windows Server 2019 Remote Desktop Services CAL (Device and User)	10/18	1	2	1				P	A	A	A, AO,ST	
Windows Server 2019 Remote Desktop Services External Connector	10/18	75	113	38	OM			OM, P	A	A	A	
Windows Server 2019 Datacenter (2-packs of Core Licenses)	10/18	10	25	15	OM			OM, P	A	A	A	
Windows Server 2019 Datacenter (16-packs of Core Licenses)	10/18	75	188	113	OM			OM, P	A	A	A	
Windows Server 2019 Essentials	10/18	5	10	5				P		A	A	
Windows Server 2019 Standard (2-packs of Core Licenses)	10/18	1	3	2				P	A	A	A	
Windows Server 2019 Standard (16-packs of Core Licenses)	10/18	15	38	23	OM			P	A	A	A	
Windows Server 2019 Active Directory Rights Management Services External Connector	10/18	125	188	63	OM			OM, P	A	A	A	
Windows Server 2019 External Connector	10/18	25	38	13	OM			OM, P	A	A	A	
Windows Server ESU (Standard and Datacenter)									A		A	

Note: Windows Server subscription licenses (core, and base and additive CALs and SLs) purchased through CSP are subject to different terms as set forth in the [Server Subscriptions for Azure](#) section of these Product Terms.

2. Product Conditions

Prior Version: Windows Server 2016 (10/16)	Product Pool: Server	Down Editions: Datacenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms – September 2018)
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: External Connectors	Reduction Eligible: N/A
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

3. Use Rights

License Terms: Universal ; Per Core/CAL – All editions (except Essentials), Specialty Servers – Essentials	Product-Specific License Terms: All editions	Additional Software: All editions
Client Access Requirements: All editions (except Essentials)	External User Access Requirements: CALs or External Connector	Included Technologies: N/A
Notices: Internet-based Features , H.264/MPEG-4 AVC and/or VC-1 , Malware Protection		

3.1 Server Software Access

Base Access License	Windows Server 2019 CAL Microsoft 365 F3 User SL	Windows Server Subscription for Azure CAL CAL Equivalent License (refer to Appendix 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.*

3.1.1 Additional Functionality Associated with Windows Server 2019 Remote Desktop Services CAL

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

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

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

3.1.2 Additional Functionality Associated with Windows Server 2019 Rights Management Services CAL

Windows Server 2019 Rights Management Services

Additive Access License	Windows Server 2019 Active Directory Rights Management Services CAL	Azure Information Protection Plan 1 User SL CAL Equivalent License (refer to Appendix A)
-------------------------	---	--

3.1.3 Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

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

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

3.1.4 Synchronization Service

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

3.2 Server External User Access

Base Access License	Windows Server 2019 External Connector
---------------------	--

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

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

Additive Access License	Windows Server 2019 Remote Desktop Services External Connector
-------------------------	--

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

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

Windows Server 2019 Rights Management Services

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

3.2.3 Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License	Microsoft Identity Manager 2016 External Connector
-------------------------	--

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

3.3 Additional Terms for Windows Server 2019 Essentials

3.3.1 Limitations on Use

1. 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](#).
2. 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.

3.3.2 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.

3.3.3 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.

3.3.4 Windows Server 2019 Active Directory Rights Management Services Access

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

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

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

3.5 Additional Software for Windows Server 2019

AD Migration Tool	GBUNIECN.EXE Utility	
-------------------	----------------------	--

4. Software Assurance

SA Benefits : Server	Disaster Recovery : All editions	Fail-Over Rights: N/A
License Mobility : External Connector only	Migration Rights : Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October and December 2016	Roaming Rights: N/A
Self Hosting : All editions (except Essentials)	SA Equivalent Rights: N/A	

4.1 Microsoft Azure Hybrid Benefit for Windows Server

Refer to [Section 8. Microsoft Azure Hybrid Benefit](#) of the Microsoft Azure Product Entry for deploying Windows Server images on Microsoft Azure.

4.2 Semi-Annual Channel Releases

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

4.3 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.

4.4 Extended Security Updates

Refer to [Extended Security Updates](#) in Appendix B for acquisition and use of Extended Security Updates.

4.5 Windows Virtual Desktop for Windows Server

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Online Services

Customer's purchase and use of Microsoft Online Services are governed by the Product Terms and the Microsoft Online Services Terms (OST) located at <http://go.microsoft.com/?linkid=9840733> and incorporated herein by reference.

Online Services Regional Availability

Visit <https://www.microsoft.com/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 volume licensing agreement.
- Terms for Microsoft Azure are provided in the Microsoft Azure Product Entry.
- **Add-on** and **Step-up** User SLs must be purchased under the same volume licensing agreement and enrollment (if any) as their Qualifying License or base User SL. **Add-ons** expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the **Add-on** User SL. **Step-ups** expire upon the earlier of the expiration of the **Step-up** User SL or base User SL.
- User SLs are priced monthly.

Online Services Renewal

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Azure Services

1. Definitions

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

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

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

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

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

2. Subscription Term

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

3. Purchasing 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.

- B. **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.
- C. **Microsoft Azure Services Plan:** Customer may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.
- D. **Automatic Provisioning:** As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a Azure prepayment.
- E. **Azure Reservations:** Azure Reservations are purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure Reservations expire at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused Azure Reservations. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure Reservations. Azure Reservation pricing will be based on the available pricing at the time of each purchase.
- F. **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.

4. 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.

5. Payment and Fees

- A. **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).
- B. **Invoicing Azure prepayment:** If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customers 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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.

6. Azure Reservation Options

The following options apply to Azure Reservations Customer has purchased.

- A. **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.
- B. **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).
- C. **Assignment:** allows Customer to apply an Azure Reservation to a single (scoped) subscription of the enrollments/account(shared).

7. 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.

8. Open License, Open Value and Open Value Subscription Programs

8.1 Definitions

Consumption Rates mean for purposes of the Open License, Open Value and Open Value Subscription agreements, prices for all Microsoft Azure Services.

Portal means the online portal through which Customer administers its Subscription.

Subscription means a subscription with a value set at time of order that can be redeemed for a quantity of Microsoft Azure Services.

8.2 Subscription Term

The Subscription period starts at the time of product key redemption and not the time of order. Once the product key is redeemed, Microsoft will not accept return requests submitted by Microsoft’s partners. Subscriptions are valid for the earlier of 12 months or until the value is consumed. Subscriptions may not be combined. Customer may have multiple active Subscriptions. New Subscriptions can be purchased at any time.

9. Microsoft Azure Hybrid Benefit

9.1 Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines in Customer’s Microsoft Azure service accounts and pay for the cost of compute only (the “Base Instance”). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The [Online Services Terms](#) govern use of Windows Server under this benefit. Customer may not concurrently allocate Windows Server Licenses to Azure Hybrid Benefit and assign the same Licenses to its Licensed Servers, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate the same workloads to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed “assigned to Azure”. Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

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

9.1.1 Special Use Rights for Windows Server Datacenter Licenses

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

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

9.2 Microsoft Azure Hybrid Benefit for SQL Server

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

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

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

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

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

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

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

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

9.2.1 SQL Server Fail-over Rights

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

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

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

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

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

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

9.2.2 SQL Server Enterprise Core Unlimited Virtualization Rights

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

10. Windows Virtual Desktop

10.1 Windows Virtual Desktop for Windows 7 and Windows 10

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

10.2 Windows Virtual Desktop for Windows Server

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

10.3 Windows Virtual Desktop for Development and Test

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

Microsoft Azure Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Azure SQL Edge (per Device)						A			
Microsoft Azure Services*	1	OM			A	A	A	A	
Microsoft Translator API						A			

*Also Available through Microsoft Customer Agreement

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Until canceled for Microsoft Azure Services
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Microsoft Translator API, Allocated Annual prepayment for Microsoft Azure Services	Reduction Eligible (SCE): Allocated Annual prepayment for Microsoft Azure Services
Student Use Benefit: N/A	True-up Eligible: N/A	

2.1 Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. See the Microsoft Azure Services Plan-Specific entries below for more details.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Azure Infrastructure Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
IoT Suite Predictive Maintenance Plan 1	1					A		A	
IoT Suite Predictive Maintenance Plan 2	1					A		A	
IoT Suite Remote Monitoring Plan 1						A		A	
IoT Suite Remote Monitoring Plan 2						A		A	
Azure App Service Plan						A			
Azure Site Recovery (to Customer Owned Site)						A		A	
Microsoft Azure StorSimple Plan with Device (8100 device)						A		A	
Microsoft Azure StorSimple Plan with Device (8600 device)						A		A	
Microsoft Azure StorSimple Plan 8100 Renewal (no device)						A		A	
Microsoft Azure StorSimple Plan 8600 Renewal (no device)						A		A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A

Qualified User Exemption: N/A	Reduction Eligible: Microsoft Azure StorSimple (see 2.2)	Reduction Eligible (SCE): All (except Azure RemoteApp)
Student Use Benefit: N/A	True-Up Eligible: N/A	Add-ons and From SA: N/A

2.1 Microsoft Azure Stack Hub Plan

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

2.2 Microsoft Azure StorSimple Plan Offerings

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Azure Support Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Azure Active Standard Support*						A		A	
Azure Active Professional Direct Support*						A		A	
Microsoft Azure StorSimple Standard Support						A		A	
Microsoft Azure StorSimple Standard Support to Premium Support						A		A	
Microsoft Azure StorSimple Premium Support						A		A	

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

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: Azure StorSimple Standard and Premium Support	Reduction Eligible (SCE): Azure StorSimple Standard and Premium Support
Student Use Benefit: N/A	True-Up Eligible: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Azure User Plans

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Azure Active Directory Premium Plan 1 (User SL)	1	OM			P	A		A,ST	
Azure Active Directory Premium Plan 2 (User SL)	1	OM			P	A		A,ST	
Microsoft Defender for Identity (User SL)				UC	P	A,UC	A	A,ST	
Microsoft Defender for Identity Client Management License Add-on (User SL)				UC	P	A,UC	A	A,ST	
Azure Information Protection Premium Plan 1 (User SL)	1	OM			P	A	A	A,ST	
Azure Information Protection Premium Plan 1 Add-on (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All

Student Use Benefit: See Appendix H	True-Up Eligible: Azure Active Directory, Microsoft Defender for Identity, Azure Information Protection Premium	Add-ons and From SA: See Appendix C
---	---	---

2.1 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft 365

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft 365 Business Basic (User SL)		OM			OM, P		A		
Microsoft 365 Business Standard (User SL)		OM			OM, P		A		
Microsoft 365 Business Premium (User SL)									
Microsoft 365 Education A1 (Device SL)									
Microsoft 365 Education A3 (User SL)								EP	
Microsoft 365 Education A3 with Core CAL (User SL)								EP	
Microsoft 365 Education A5 (User SL)								EP	
Microsoft 365 Education A5 with calling minutes (User SL)								EP	
Microsoft 365 Education A3 – Unattended License (SL)								A	
Microsoft 365 E3 – Unattended License (SL)						A			
Microsoft 365 E3/E5 (User SL)						EO			
Microsoft 365 E3/E5 Add-on (User SL)						EO			
Microsoft 365 E3/E5 From SA (User SL)						EO			
Microsoft 365 E5 with calling minutes (User SL)						EO			
Microsoft 365 F1/F3 (User SL)						A			
Microsoft 365 A5 Compliance (User SL)								ST	
Microsoft 365 E5 Compliance (User SL)						A			
Microsoft 365 E5 eDiscovery and Audit (User SL)						A			
Microsoft 365 E5 Insider Risk Management (User SL)						A			
Microsoft 365 E5 Information Protection and Governance (User SL)						A			
Microsoft 365 A5 eDiscovery and Audit (User SL)								A,ST	
Microsoft 365 A5 Insider Risk Management (User SL)								A,ST	
Microsoft 365 A5 Information Protection and Governance (User SL)								A,ST	
Microsoft 365 A5 Security (User SL)								A,ST	
Microsoft 365 E5 Security (User SL)						A			
SharePoint Syntex (User SL)						A		A,ST	
Extra Graph Connector Capacity (SL)						A		A,ST	
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)						A			
Experts on Demand (SL)						A		A	
VDA Add-on for M365 E3/E5 (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: See below	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: All	Reduction Eligible (SCE): Microsoft 365 F3
Student Use Benefit: See Appendix H	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 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.

2.1.1 Microsoft 365 Components

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

2.1.2 License Assignment and Windows Use Rights

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

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

2.1.3 Microsoft 365 F1/F3

2.1.3.1 License Eligibility for Firstline Worker Licenses

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

- Uses a primary work device with a single screen smaller than 10.1”
- Shares their primary work device with other qualifying Microsoft 365 or Office 365 Firstline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Firstline 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 Firstline 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.

2.1.3.2 Windows 10 Use Rights for Microsoft 365 F3

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

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

2.1.3.3 Smartphone and Tablet Devices

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

2.1.3.4 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.

2.2 Extended Use Rights for Microsoft 365 E3/E5

2.2.1 Office Servers

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

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

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

2.2.2 Office Professional Plus

2.2.2.1 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.

2.2.2.2 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.

2.3 Microsoft 365 Business Basic/Standard/Premium Use Rights

Customer may not provision more than 300 user subscription licenses. The Use Rights for the Windows component of Microsoft 365 Business Premium are modified as follows:

- Windows Business operates as an Online Service and is not a successor to any prior version of the Windows desktop operating system.
- Rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSC, do not apply.
- Other than the use of Windows Virtual Desktop (refer to Windows Virtual Desktop section of the [Microsoft Azure Services Product](#) entry), rights to access and use virtualized instances of Windows do not apply.

2.4 Experts on Demand

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

2.5 License Prerequisites

License	License Prerequisites
Microsoft 365 E5/A5 Security	Microsoft 365 E3/A3 Office 365 E3/A3 and Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5 Compliance	Microsoft 365 E3/A3 Office 365 E3/A3 and Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5 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 Insider Risk Management	Microsoft 365 Business Premium/F1/F3/E3/A3/E5/A5
Microsoft 365 E5/A5 Information Protection and Governance	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan and Azure Information Protection or Enterprise Mobility + Security E3/A3 <u>Any one of the following:</u> Microsoft 365 Business Basic/Business Standard; Office 365 F3/E1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business and <u>Any one of the following:</u> Azure Information Protection; Enterprise Mobility + Security
VDA Add-on for M365 E3/E5	Microsoft 365 E3/E5
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

2.6 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

2.6.1 Microsoft 365 A1 (Device SL)

2.6.1.1 Term

The term of the Microsoft 365 A1 (Device SL) is six years from the date of order. If the license extends beyond the expiration of Customer's volume license agreement under which the M365 A1 (Device SL) was purchased, the terms of such agreement will survive as necessary for the duration of the M365 A1 (Device SL).

2.6.1.2 Cancellation and Reassignment

The M365 A1 (Device SL) may not be cancelled and can only be reassigned to a new device of the same model (or equivalent manufacturer-provided replacement) upon permanent hardware failure of the device the M365 A1 (Device SL) was previously assigned to.

2.6.1.3 Window 10 Versions

Microsoft 365 Education A1 includes an upgrade to Windows 10 Pro Education for devices licensed with Windows 7 Professional, Windows 8/8.1 Pro, and Windows 10 Pro.

2.6.2 Microsoft 365 A3/A5 (User SL)

2.6.2.1 Office Servers

Customers licensing all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) with Microsoft 365 A3/A5 (User SL) under an Enrollment for Education Solutions (any version) 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 A3/A5 User SL or [External Users](#).

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

2.6.2.2 Microsoft 365 A3 with Core CAL

Microsoft 365 A3 with Core CAL is available only as a replacement for Education Desktop with Core CAL.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Enterprise Mobility + Security

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Enterprise Mobility + Security E3 (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A3 (User SL)		OM					A	EP,AS,ST	
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A3 Add-on (User SL)		OM					A	EP,AS,ST	
Enterprise Mobility + Security E3 From SA (User SL)						EO			
Enterprise Mobility + Security E5 (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A5 (User SL)		OM					A	EP,AS,ST	
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	EO			
Enterprise Mobility + Security A5 Add-on (User SL)		OM					A	EP,AS,ST	
Enterprise Mobility + Security E5 From SA (User SL)						EO			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

[Table of Contents](#) / [Glossary](#) / [Index](#)

Server Subscriptions for Azure

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SQL Server Standard (2 pack of Core Licenses)									
SQL Server Enterprise Core (2 pack of Core Licenses)									
SQL Server Big Data Node (2 pack of Core Licenses)									

Windows Server Standard (8 pack of Core Licenses)								
Windows Server CAL								
Windows Server Remote Desktop Services CAL (User)								
Windows Server Active Directory Rights Management Services CAL								

The above licenses will be additionally available through Microsoft Customer Agreement.

2. Product Conditions

Terms of Service: OST (when deployed on Customers Servers: Universal , Per Core – SQL, Per Core/CAL – Windows Server)	Product Pool: N/A	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-up Eligible: N/A	

2.1 Version Upgrade Rights

Customers with Server Subscriptions for Azure may use new versions released during the subscription period subject to the Use Rights in effect when those versions are released. Similarly, CAL and External Connector License Subscriptions for Azure permit access to new versions of the corresponding software released during the subscription period.

2.2 Deployment Options for Windows Server

2.2.1 Using the Software on Microsoft Azure

If Customer uses Windows Server Virtual Machines in Customer's Microsoft Azure Service accounts, Customer will not be charged for the usage of Windows Server but it must still pay for the cost of compute (the "Base Instance"). Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The [Online Services Terms](#) govern use of Windows Server on Azure. Each set of 16 core licenses entitles Customer to use Windows Server on Microsoft Azure on up to 16 Virtual Cores allocated across two or fewer Azure Base Instances. Each additional set of 8 core licenses entitles use on up to 8 additional Virtual Cores on one Base Instance. During the term of its subscription, Customer may also use RDS CAL Subscriptions for Azure with Windows Server in Customer's Microsoft Azure Service accounts to permit access to RDS functionality or a graphical user interface hosted on Windows Server using RDS functionality or other technology.

2.2.2 Using the Software on Customer's Servers

Alternatively, Customer may use Windows Server on Customer's [Licensed Servers](#). Except as provided in the "Moving Server Workloads to Azure" section, licenses may not be concurrently allocated to Azure. Windows Server Standard Subscription [Licenses](#), and Subscription CALs and External Connector [Licenses](#) provide the same rights as other volume licensing Windows Server Standard core licenses, CALs and External Connector Licenses, respectively, subject to the same terms and conditions as stated in "Use Rights" in the Windows Server product entry of the most current version of the Product Terms. During the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers under Self-Hosting, Disaster Recovery, and for Semi-Annual Channel releases (subject to availability). Use of the software is subject to the same terms and conditions.

2.2.3 Moving Server Workloads to Azure

Customer may not concurrently allocate Subscription [Licenses](#) to Azure and Customer's [Licensed Servers](#), except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate workloads from [Licensed Servers](#) to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, [Licenses](#) will be deemed "assigned to Azure". Customer may later reassign [Licenses](#) back to its [Licensed Servers](#), provided [Licenses](#) remain assigned to Azure for a minimum of 90 days.

2.3 Deployment Options for SQL Server

2.3.1 Using the Software on Microsoft Azure

Customer may consume in its Microsoft Azure Service accounts the Microsoft Azure Data Services identified in the table below in the indicated ratios. If a customer wishes to use Subscription Licenses to consume two or more Microsoft Azure Data Services, a separate set of [Licenses](#) must be allocated for each service.

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

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

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

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

Customer will not be charged for the usage of a Microsoft Azure Data Service, but it must still pay for the cost of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with its use of the services (as applicable). Customer must indicate that it is using Azure SQL Database (Elastic Pool and Single Database), Azure SQL Managed Instance, Azure Data Factory SQL Server Integration Services, or SQL Server Virtual Machines under Azure Hybrid Benefit for SQL Server when configuring workloads on Azure. Customers may supplement these workloads running with fully metered Azure services.

2.3.2 SQL Server Fail-over Rights

When allocating SQL Server Subscription Licenses for use with a SQL Server Virtual Machine on Azure, Customer is entitled to:

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

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

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

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

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

2.3.3 Using the Software on Customer's Servers

Alternatively, Customer may use SQL Server on Customer's **Licensed Servers**. In this case, SQL Server Standard and SQL Server Enterprise Core Subscription Licenses provide the same rights as other volume licensing SQL Server Standard and SQL Server Enterprise core licenses, respectively, subject to the same terms and conditions as stated in "Use Rights" in the SQL Server product entry in the most current version of the Product Terms. During the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers under Self-Hosting, Disaster Recovery, License Mobility across Server Farms, Fail-over Rights, and Unlimited Virtualization* as well as rights to use Machine Learning Server for Windows*, Machine Learning Server for Linux*, Machine Learning for Hadoop*, and Power BI Report Server*. Use of the software is subject to the same terms and conditions.

*Subject to availability. Rights applicable for SQL Server Enterprise Core customers only.

2.3.4 Moving Server Workloads to Azure

Customer may not concurrently allocate Licenses for use on Azure and assign the same License to one of Customer's Licensed Servers, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure. On the earlier of completion of migration to Azure or 180 days from the start of migration, Licenses will be deemed "assigned to Azure". Customer may later reassign Licenses back to its Licensed Servers, provided Licenses remain assigned to Azure for a minimum of 90 days.

2.3.5 SQL Server Enterprise Core Unlimited Virtualization Rights

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

2.4 SQL Server Big Data Nodes

Customer’s use of SQL Server Big Data Node is governed by the Use Rights for SQL Server Enterprise Core in the SQL Server product entry, supplemented as follows. Customer may use SQL Big Data Node Instances only with a Master Node. A “Master Node” is an OSE licensed by Customer to run SQL Server Standard Core or SQL Server Enterprise Core under Licenses with SA or with equivalent subscription rights. The following SA rights additionally apply to Customer’s use of SQL Server Big Data Nodes used on a Licensed Server: Unlimited Virtualization. As an alternative to deploying the software on Licensed Servers, Customer may allocate Big Data Node Licenses to Microsoft Azure (one License per vCPU and minimum of four Licenses per virtual machine) and run Big Data Node software on Azure virtual machines.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Dynamics 365 Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Dynamics 365 Business Central Premium/Essentials/Team Member (User SL)									
Dynamics 365 Business Central Premium/Team Members Cloud Add-on (User SL)									
Dynamics 365 Business Central Device (Device SL)									
Dynamics 365 Customer Insights				UC		A,UC			
Dynamics 365 Customer Insights Additional Profiles						A,UC			
Dynamics 365 Operations Device (Device SL)						A		A,ST	
Dynamics 365 Operations Device Add-on (Device SL)						A		A,ST	
Dynamics 365 Operations Device From SA (Device SL)						A		A,ST	
Dynamics 365 Operations Activity (User SL)						A		A,ST	
Dynamics 365 Operations Activity Add-on (User SL)						A		A	
Dynamics 365 Operations Activity From SA (User SL)						A			
Dynamics 365 Operations Order Lines						A		A,ST	
Dynamics 365 Customer Service Enterprise (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 Customer Service Enterprise (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 Customer Service Professional (User SL)				UC		A,UC		A,ST	
Dynamics 365 Customer Service Insights (User SL)						A		A,ST	
Dynamics 365 Customer Service Insights Additional Cases						A		A,ST	
Dynamics 365 eCommerce Tier						A		A,ST	
Dynamics 365 eCommerce Tier Overage						A		A,ST	
Dynamics 365 Commerce Recommendations						A		A,ST	
Dynamics 365 Commerce Ratings and Reviews						A		A,ST	
Dynamics 365 Commerce Scale Unit - Cloud						A		A,ST	
Dynamics 365 Field Service (User SL)	1			UC		A,UC	A	A,ST	
Dynamics 365 Field Service (Device SL)				UC		A,UC	A	A,ST	
Dynamics 365 Human Resources (User SL)						A		A,ST	
Dynamics 365 Human Resources Self Service (User SL)						A		A,ST	
Dynamics 365 Human Resources Sandbox						A		A,ST	
Dynamics 365 Human Resources from SA (User SL)						A			
Dynamics 365 Marketing						A		A,ST	
Dynamics 365 Marketing Additional Contacts						A		A,ST	
Dynamics 365 Marketing Additional Non-Production Application						A		A,ST	
Dynamics 365 Supply Chain Management (User SL)						A		A,ST	
Dynamics 365 Supply Chain Management Add-on (User SL)						A		A,ST	

Dynamics 365 Supply Chain Management From-SA (User SL)					A		A,ST	
Dynamics 365 IoT Intelligence Scenario					A		A,ST	
Dynamics 365 IoT Intelligence Additional Machines					A		A,ST	
Dynamics 365 Finance (User SL)					A		A,ST	
Dynamics 365 Finance Add-on (User SL)					A		A,ST	
Dynamics 365 Finance From-SA (User SL)					A		A,ST	
Dynamics 365 Commerce (User SL)					A		A,ST	
Dynamics 365 Commerce Add-on (User SL)					A		A,ST	
Dynamics 365 Commerce From SA (User SL)					A		A,ST	
Dynamics 365 Sales Enterprise (User SL)	1		UC		A,UC	A	A,ST	
Dynamics 365 Sales Enterprise (Device SL)			UC		A,UC	A	A,ST	
Dynamics 365 Sales Professional (User SL)					A		A,ST	
Dynamics 365 Sales Premium (User SL)					A		A,ST	
Dynamics 365 Sales Insights (User SL)					A		A,ST	
Dynamics 365 Team Members (User SL)	1		UC		A,UC	A	A,ST	
Dynamics 365 Team Members Add-on (User SL)			UC		A,UC		A,ST	
Dynamics 365 Team Members From SA (User SL)					A,UC		A,ST	
Dynamics 365 - Additional Customer Engagement Portal			UC		A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Portal Page Views			UC		A,UC	A	A	
Dynamics 365 - Additional Customer Engagement Production/Non-Production Instance			UC		A,UC	A	A,ST	
Dynamics 365 - Additional Customer Engagement Database Storage			UC		A,UC	A	A	
Dataverse for Apps Database Capacity					A		A	
Dataverse for Apps File Capacity					A		A	
Dataverse for Apps Log Capacity					A		A	
Dynamics 365 - Additional Customer Engagement Social Posts			UC		A,UC	A	A	
Dynamics 365 for Field Service - Resource Scheduling Optimization					A		A	
Dynamics 365 Call Intelligence					A		A	
Dynamics 365 Remote Assist					A			
Dynamics 365 Layout					A			
Dynamics 365 Guides					A		A	
Dynamics 365 Unified Operations Plan - Additional Database Storage					A		A	
Dynamics 365 Unified Operations Plan - Additional File Storage					A		A	
Dynamics 365 Unified Operations – Additional Database Capacity					A		A	
Dynamics 365 Unified Operations – Additional File Capacity					A		A	
Dynamics 365 Unified Operations Plan - Sandbox Tiers 1-5					A		A,ST	
Dynamics 365 Pro Direct Support			UC		A,UC	A	A,ST	
Dynamics 365 Project Operations (User SL)					A		A,ST	
Chat for Dynamics 365 Customer Service (Dynamics 365 for Customer Service Chat)(User SL)			UC		A,UC		A,ST	
Chatbot Sessions			UC		A,UC		A,ST	
Dynamics 365 Digital Messaging					A		A,ST	
Dynamics 365 Customer Service Chat			UC		A,UC		A,ST	
Dynamics 365 Customer Service Chat Capacity			UC		A,UC		A,ST	
Dynamics 365 Additional Asset Management			UC		A,UC		A	
Microsoft Relationship Sales solution/PLUS					A			
Dynamics 365 Customer Voice			UC		A,UC		A,ST	
Dynamics 365 Customer Voice – Additional Responses			UC		A,UC		A,ST	
Dynamics 365 Fraud Protection					A		A	
Dynamics 365 Fraud Protection Additional Assessments					A		A	
Dynamics 365 Virtual Agent for Customer Service					A		A	
Dynamics 365 Chat Session Add-On for Virtual Agent					A		A	
Dynamics 365 Field Service Contractor			UC		A,UC			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All, except Microsoft Relationship Sales
Migration Rights: N/A	Prerequisite: See below	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All, except Microsoft Relationship Sales	Reduction Eligible (SCE): All, except Microsoft Relationship Sales
Student Use Benefit: N/A	True-Up Eligible: All	Add-ons and From SA: See Appendix C

2.1 Unified Service Desk (USD)

Customers with active Dynamics 365 Customer Service Enterprise subscriptions may install and use USD software for each user. Dedicated [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.

2.2 Dynamics CustomerSource

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

2.3 Dynamics 365 Plan for Government

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

2.4 Embedded editions of Dynamics 365 Services

Embedded editions of certain Dynamics 365 Services are available through the Microsoft Cloud Agreement and Microsoft Customer Agreement. If Customers acquire and use Embedded editions as part of an [Embedded Unified Solution](#), they may not separate the Embedded SL Product from the [Embedded Unified Solution](#) or use it with other applications.

2.5 Team Members License Features for Existing Customers

Existing customers with Team Members licenses acquired prior to October 1, 2018 may use existing and newly acquired Team Members licenses in accordance with the service description at <https://aka.ms/D365TeamMembersExistingCustomer> through the duration of their existing subscription term and any subsequent subscription term begun prior to July 1, 2020, or through June 30, 2023, whichever is earlier.

2.6 Dynamics 365 Pro Direct Support

Customer must acquire enough Dynamics 365 Pro Direct Support licenses to cover each Dynamics 365 per user license on its agreement, up to a maximum of 250 licenses.

2.7 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.

2.8 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.

2.9 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	Dynamics 365 for Sales (On-Premises)	Dynamics 365 (On-Premises)
Dynamics Customer Service	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 Operations - Device	Dynamics 365 for Operations Device (on-premises)	
Dynamics 365 Project Operations	Dynamics 365 for Operations (on-premises)*	Dynamics 365 for Operations, on-premises
Dynamics 365 Finance	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

*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.

2.10 License Prerequisites

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

License	License Prerequisites
---------	-----------------------

Dynamics 365 Team Members	Dynamics 365 user SLs other than the Team Members SL
Dynamics 365 Marketing Attach*	10 or more seats of ONE the following:
	Dynamics 365 Customer Service Enterprise
	Dynamics 365 Customer Service Professional
	Dynamics 365 Sales Enterprise
	Dynamics 365 Sales Professional
	Dynamics 365 Field Service
	Dynamics 365 Finance
	Dynamics 365 Supply Chain Management
	Dynamics 365 Commerce
Dynamics 365 Sales Insights	Dynamics 365 Sales Enterprise, or Microsoft Relationship Sales
Dynamics 365 Call Intelligence	Dynamics 365 Sales Insights
Dynamics 365 Customer Insights Attach	Dynamics 365 Marketing, or 20 or more SLs for Dynamics 365 Sales Enterprise, or 20 or more SLs for Dynamics 365 Customer Service Enterprise
Chat for Dynamics 365	Dynamics 365 Customer Service Enterprise
Dynamics 365 Customer Service Messaging	Dynamics 365 Customer Service Enterprise
Dynamics 365 IoT Intelligence Scenario	Dynamics 365 Supply Chain Management
Dynamics 365 eCommerce Tier	Dynamics 365 Commerce
Dynamics 365 Commerce Scale Unit - Cloud	
Dynamics 365 Commerce Recommendations	
Dynamics 365 Commerce Ratings & Reviews	

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

2.11 Purchasing Minimums - Academic

Purchases in the Academic segment require a minimum purchase of the Licenses listed in the table below:

Segment	Minimum Quantity	License Prerequisite
Academic	20	Dynamics 365 Customer Service Enterprise, and/or Dynamics 365 Customer Service Professional, and/or Dynamics 365 Sales Enterprise, and/or Dynamics 365 Sales Professional, and/or Dynamics 365 Field Service, and/or

2.12 Purchasing Minimums – All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below:

Product	Minimum Quantity	Minimum purchased Licenses
Marketing Additional Contacts	Tier 3: 2 Tier 4: 5 Tier 5: 10	Marketing Additional Contacts Tier 3 Marketing Additional Contacts Tier 4 Marketing Additional Contacts Tier 5
Microsoft Relationship Sales Solution	10	Microsoft Relationship Sales Plus Solution, or Microsoft Relationship Sales Solution
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
Dynamics 365 Customer Insights Attach	20 20 1	Dynamics 365 Sales Enterprise, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Marketing
Professional Direct Support	20 *250 maximum – once met all remaining users are covered with no additional licenses required*	All Dynamics applications

**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 to satisfy the 20-user minimum purchase. Not applicable to CSP.*

Office 365 Services

Microsoft 365 Applications

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft 365 Apps for business (User SL)		OM			OM, P		A		
Microsoft 365 Apps for enterprise (User SL)	2	OM			OM, P	E	A	EP,EO,ST	
Microsoft 365 Apps for enterprise From SA (User SL)						E			
Microsoft 365 Apps for enterprise (Device SL)						E		A	

2. Product Conditions

Terms of Service: OST	Product Pool: All - Applications	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 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.

2.2 Open Value Subscription Migration Period

For each unit of Microsoft 365 Apps for enterprise, Office 365 E3/E5, or Office 365 A3/A5 User SLs Customer activates on or before the expiration of their Open Value Subscription agreement (the "Expiration Date"), Customer may continue to use the copy of Office Standard or Professional Plus licensed to them under an Open Value Subscription agreement. This right expires 180 days after the Expiration Date. Use of Office Standard or Office Professional Plus during this period is subject to the Use Rights effective on the Expiration Date.

2.3 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.

2.4 Microsoft 365 Apps for business

Customer may not provision more than 300 user subscription licenses.

2.5 Academic Programs

The following applies to customers in the [OVS-ES](#) and/or [EES](#) Licensing Programs:

2.5.1 Microsoft 365 Apps for enterprise Device SL in EES

Institutions with Microsoft 365 Apps for enterprise User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) in [EES](#) may acquire Microsoft 365 Apps for enterprise Device SLs up to the number of Microsoft 365 Apps for enterprise User SLs licensed by the Institution for use on any device within the Institution's Organization, including any open access lab or library devices.

2.5.2 Lab and Library Use in OVS-ES

Institutions with Microsoft 365 Apps for enterprise User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) in [OVS-ES](#) may install Office Professional Plus software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Office 365 Suites

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 A1 (User SL)	1						A	A,ST	

Office 365 A3 (User SL)	(1)						A,EO	AS,EP	
Office 365 A5 (User SL)	(1)							AS,EP	
Office 365 A5 with calling minutes (User SL)								AS,EP	
Office 365 A5 Add-on (User SL)								AO,EO,ST,AS	
Office 365 E1 and E3 (User SL)	1	OM		UC	EO,OM, P	EO,UC			
Office 365 E1 and E3 Add-on (User SL)	1			UC	OW	EO,UC			
Office 365 E1 and E3 From SA (User SL)						EO,UC			
Office 365 E5 (User SL)	1			UC		EO,UC			
Office 365 E5 with calling minutes (User SL)						EO,UC			
Office 365 E5 Add-on (User SL)						EO			
Office 365 E5 From SA (User SL)						EO,UC			
Office 365 E3 without Apps for enterprise Add-on (User SL)						EO,UC			
Office 365 F3 (User SL)	1			UC		A,UC			
Office 365 Multi-Geo Add-on (User SL)						A			
Premium Messaging (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: All Application and Server (E1 and F3 Server only), MPSA – All Application only	Extended Term Eligible: E1/E3/E5, A3/A5, F3
Migration Rights: N/A	Prerequisite: See below	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: E1/E3/E5, A3/A5, F3	Reduction Eligible (SCE): F3
Student Use Benefit: See Appendix H	True-Up Eligible: E1/E3/E5 (except From SA), F3	Add-ons and From SA: See Appendix C

2.1 Office 365 F3 – License Eligibility

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

- Uses a primary work device with a single screen smaller than 10.1”
- Shares their primary work device with other qualifying Microsoft 365 or Office 365 Firstline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Firstline 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 Firstline 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.

2.2 Smartphone and Tablet Devices

Each Office 365 A1, E1, F3, and Business Essentials user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.1” diagonally or less.

2.3 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.

2.4 Project for the web data

Users licensed with an Office 365 license are granted view rights access to Project for the web Customer Data, restricted to use only within the Project for the web application, 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.
- These rights do not apply to Government offers.

2.5 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
-------------------	---

2.6 Academic Programs

The following applies to customers in the [OVS-ES](#) and/or [EES](#) Licensing Programs:

2.6.1 Extended Use Rights for Office Professional Plus

Each [Licensed User](#) assigned an Office 365 A3/A5 User SL may install one local copy of Office Professional Plus for the sole use of the [Licensed User](#) for the duration of the subscription. This provision does not apply to User SLs acquired through the [Student Use Benefit](#).

2.6.2 Microsoft 365 Apps for Enterprise for Shared Device Use in EES

Institutions with Office 365 A3/A5 User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) in [EES](#) may acquire Microsoft 365 Apps for enterprise Device SLs up to the number of Office 365 A3/A5 User SLs licensed by the Institution for use on any device within the Institution’s Organization, including any open access lab or library devices.

2.6.3 Office Professional Plus for Lab and Library Use

Institutions with Office 365 A3/A5 User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install Office Professional Plus software on any open access lab or library within the Institution’s Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Audio Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Phone System (User SL)		OM		UC	P	A,UC	A	A,ST	
Phone System From SA (User SL)						A			
Advanced Communications						A,UC		A,ST	
Audio Conferencing (User SL)		OM		UC	P	A,UC	A	A,ST	
Audio Conferencing Extended Dial-out minutes to USA/CAN (User SL)		OM			P	A,UC	A	A,ST	
Audio Conferencing for India Based Users (User SL)									
Audio Conferencing for India Based E5 Users Add-on (User SL)									
Business Voice									
Calling Plan (User SL)				UC		A,UC		A,ST	
Common Area Phone (Device SL)						A,UC		A,ST	
Communication Credits						A,UC			
Teams Rooms Standard (Device SL)						A		A,ST	
Teams Rooms Premium (Device SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: See below	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except for Communication Credits)	Reduction Eligible (SCE): All (except for Communication Credits)
Student Use Benefit: N/A	True-Up Eligible: All (except for Communication Credits)	Add-ons and From SA: See Appendix C

2.1 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.

2.2 Audio Conferencing for India-Based Users

Beginning February 1, 2020, an Audio Conferencing for India-Based Users subscription is required for users located in the Republic of India to use Audio Conferencing.

2.3 License Prerequisites

License	License Prerequisites
Advanced Communications	Office 365 F3/E1/E3/E5; Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/E5
Audio Conferencing	Office 365 F3/E1/E3/E5; Microsoft 365 F1/F3/E3/E5
Audio Conferencing for India-Based Users	
Audio Conferencing for India-Based Users E5 Users Add-on	Office 365 E5; Microsoft 365 E5
Audio Conferencing Extended Dial-out minutes to USA/CAN	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5; Office 365 E5
Phone System	Office 365 F3/E1/E3; Microsoft 365 F1/F3/E3
Calling Plan	Office 365 E5; Microsoft 365 E5; Phone System
Business Voice	Microsoft 365 Business Basic/Business Standard/Business Premium

[Table of Contents](#) / [Glossary](#) / [Index](#)

Exchange Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Exchange Online Plan 1 (User SL)		OM		UC	OM, P	A,UC			
Exchange Online Plan 1 Add-on (User SL)		OM		UC	P	A,UC	A		
Exchange Online Plan 1A for Alumni (User SL)								A	
Exchange Online Plan 2 (User SL)	1	OM		UC	P	A,UC	A		
Exchange Online Kiosk (User SL)				UC		A,UC			
Exchange Online Archiving for Exchange Online (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Archiving for Exchange Server (User SL)	1	OM		UC	P	A,UC	A	A,ST	
Exchange Online Protection (User SL)		OM		UC	OM, P	A,UC	A	A	
Microsoft Defender for Office 365 Plan 1 (User SL)		OM		UC	P	A,UC	A	A,ST	
Microsoft Defender for Office 365 Plan 2 (User SL)		OM			P	A		A,ST	
Office 365 Data Loss Prevention (User SL)						A			
Import Service for Office 365						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: Product List - March 2014 (Exchange Hosted Archive)	Prerequisite: See below	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

2.1 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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Stream

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Stream (User SL)					P	A		A,ST	
Microsoft Stream Storage Add-on (500GB)					P	A		A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

[Table of Contents](#) / [Glossary](#) / [Index](#)

OneDrive for Business

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
OneDrive for Business Plan 1 and 2 (User SL)	1	OM		UC	P	A,UC			
Remote Work Starter Plan									

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Project

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Project Essentials (User SL)	1	OM			P	A,UC	A	A,ST	
Project Essentials Add-on (User SL)						A,UC			
Project Plan 1 (User SL)					P	A,UC			
Project Plan 1 Add-on (User SL)						A,UC			
Project Plan 3 (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Plan 3 Add-on (User SL)						A,UC			
Project Plan 3 From SA (User SL)						A,UC			
Project Plan 5 (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Plan 5 Add-on (User SL)						A,UC			
Project Plan 5 From SA (User SL)						UC			

2. Product Conditions

Terms of Service: OST	Product Pool: Server, MPSA - All Application only	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 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.

SharePoint Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SharePoint Online Plan 1 and 2 (User SL)	1	OM		UC	P	A,UC			
SharePoint Online Plan 1 Add-on (User SL)						A			
Office 365 Extra File Storage 1 GB (Add-on SL)	1	OM		UC	P	A,UC	A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: K only	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	Add-ons and From SA: See Appendix C

Visio

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Visio Online Plan 1 (User SL)	1	OM			OM, P	A	A	A,ST	
Visio Online Plan 2 (User SL)		OM			OM, P	A	A	A,ST	
Visio Online Plan 2 Add-on (User SL)						A			
Visio Online Plan 1 and 2 From SA (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Add-on, From SA See Appendix C	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All (except From SA)	Add-ons and From SA: See Appendix C

2.1 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.

2.2 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.

Workplace Analytics

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Workplace Analytics (User SL)	1					A		A,AF	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A

Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 License Prerequisites

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Other Online Services

Bing Maps

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Bing Maps Known 100 User (SL)	50				P	A			
Bing Maps Known 5K User (SL)	200				P	A			
Bing Maps Light Known 500 User (SL)	1				P	A			
Bing Maps Light Known 5K User (SL)	125				P	A			
Bing Maps Transactions 100K (SL)	75				P	A			
Bing Maps Transactions 500K (SL)	75				P	A			
Bing Maps Transactions 1M (SL)	200				P	A			
Bing Maps Transactions 2M (SL)	200				P	A			
Bing Maps Transactions 5M (SL)	200				P	A			
Bing Maps Transactions 10M (SL)	200				P	A			
Bing Maps Transactions 30M (SL)	200				P	A			
Mobile Asset Management Platform (SL)	25				P	A			
Mobile Asset Management Per Asset (SL)	1				P	A			
Mobile Asset Management Distance Matrix Per Asset Automatic					P	A			
Mobile Asset Management Distance Matrix Per Asset Manual					P	A			
Mobile Asset Management Truck Routing Per Asset					P	A			
Mobile Asset Management Drive Analytics Per Asset					P	A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 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.

2.2 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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Power Platform

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
AI Builder capacity add-on						A		A,ST	
Power Automate per flow plan						A		A,ST	
Power Automate per user (User SL)						A		A,ST	
Power Automate per user with attended RPA plan (User SL)						A		A,ST	
Power Automate unattended RPA Add-on (SL)						A		A,ST	
Dataverse for Apps Database Capacity				UC		A		A	UC
Dataverse for Apps File Capacity				UC		A		A	UC
Dataverse for Apps Log Capacity				UC		A		A	UC
Power Apps per app plan						A		A,ST	
Power Apps per user plan (User SL)						A		A,ST	
Power Apps Portals login capacity add-on				UC		A,UC		A	
Power Apps Portals page view capacity add-on				UC		A,UC		A	
Power Apps & Power Automate capacity add-on				UC		A,UC		A	
Power BI Premium EM1						A			
Power BI Premium EM1 A								A,ST	
Power BI Premium EM2						A			
Power BI Premium EM2 A								A,ST	
Power BI Premium EM3						A			
Power BI Premium EM3 A								A,ST	
Power BI Premium P1						A			
Power BI Premium P2						A			
Power BI Premium P3						A			
Power BI Premium P4						A			
Power BI Premium P5						A			
Power BI Premium Promo						A			
Power BI Pro	1	OM		UC	OM, P	A,UC			
Power BI Pro A	1	OM					A	A,ST	
Power Virtual Agents						A		A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: Power Automate, Power Apps, Power BI Pro
Migration Rights: N/A	Prerequisite: See below	Promotions: N/A
Qualified User Exemption: Power BI Pro	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: Power Automate, Power Apps	

2.1 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. Dedicated **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**.

2.2 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.

2.3 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** dedicated to Customer's use for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software. Dedicated **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.

2.4 License Prerequisites

User License	User License Prerequisite
Power Automate unattended RPA add-on	Power Automate per user with attended RPA plan, or Power Automate per flow plan

2.5 Purchasing Minimums – All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below:

Product	Minimum Quantity
Power Apps Portals login capacity add-on	Tier 1: 1 Tier 2: 10 Tier 3: 50 *
Power Automate per flow plan	5

*Tier 3 available for CSP Only

2.6 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 ¹	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

¹Dynamics 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.

2.7 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

GitHub Offerings

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
GitHub Actions						A			
GitHub Advanced Security (User SL)						A			
GitHub Engineering Direct						A			
GitHub Enterprise (User SL)						A			
GitHub AE (GHEM) (User SL)						A			
GitHub Enterprise (Service SL)								A	
GitHub Insights (User SL)						A			
GitHub Learning Lab for Organizations (User SL)						A			
GitHub One (User SL)						A			
GitHub Packages						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: GitHub Learning Labs for Organizations	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: GitHub Learning Labs for Organizations	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 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.

2.2 GitHub Enterprise Licensed via EES

Customer must acquire one GitHub Enterprise Service SL for the organization. For purposes of GitHub Enterprise License Terms, all of Customer’s Education Qualified Users (or Knowledge Workers) and Students are deemed to be Licensed Users during the term of its Service SL.

2.3 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.

2.4 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”).

2.5 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. This option does not apply to Enrollment for Education Solutions customers.

2.6 GitHub Learning Lab for Organizations

Customer may acquire GitHub Learning Lab User SLs only for its Licensed Users of GitHub Enterprise or an offering that includes GitHub Enterprise.

2.7 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.

2.8 GitHub Engineering Direct Support

Customer’s Licensed Users of GitHub Engineering Direct, GitHub One and GitHub AE, may access GitHub Engineering Direct Support as provided in the OST.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Defender for Endpoint (server)

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Defender for Endpoint (server)	1					A,UC		A	

See [Windows Desktop Operating System](#) product entry for Microsoft Defender for Endpoint (per user).

2. Product Conditions

Terms of Service : OST	Product Pool : Server	Extended Term Eligible : Yes
Migration Rights : See below	Prerequisite : See below	Promotions : N/A
Qualified User Exemption : N/A	Reduction Eligible : Yes	Reduction Eligible (SCE) : N/A
Student Use Benefit : N/A	True-Up Eligible : N/A	

2.1 Eligibility to acquire Microsoft Defender for Endpoint (server)

Customers with a combined minimum of 50 licenses for one or more of the following may acquire Microsoft Defender for Endpoint (server) licenses (one per covered Server OSE): Microsoft Defender for Endpoint (per user), Windows E5/A5, Microsoft 365 E5/A5 and Microsoft 365 E5 Security User SLs.

2.2 Migration to Azure Security Center

Customers who acquire Microsoft Defender for Endpoint (server) licenses, and later during the term of their coverage choose to cover the same servers with Azure Security Center, will be eligible for a credit toward Azure Security Center.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Cloud App Security

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Cloud App Security (User SL)	1	OM			P	A	A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See Appendix H	True-Up Eligible: All	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Cloud Healthcare Add-On

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Cloud Healthcare Add-on (User SL)						A		A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Add-ons

Customer may acquire Microsoft Cloud 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)

Microsoft 365 E3, or Microsoft 365 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Graph data connect for ISVs

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Graph data connect for ISVs (SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: All	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Intune

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Intune (User SL)	1	OM			P	A	A		
Microsoft Intune Add-on (User SL)	1	OM			P	A	A	A,ST	
Microsoft Intune for Devices (Device SL)		OM			P	A			
Microsoft Intune User SL Add-on Extra Storage 1 GB	1					A		A,ST	
Microsoft Intune for EDU (Device SL)							A,EO		
Microsoft Intune for EDU (User SL)								A,ST	
Microsoft Intune for EDU Add-on (User SL)							A	A,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All (except Microsoft Intune for EDU (Device SL))	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

2.1 Microsoft Intune for EDU (Device SL)

2.1.1 Term

The term of the Microsoft Intune for EDU (Device SL) subscription (“Intune Device SL”) is six years from the date of order. If an Intune Device SL extends beyond the expiration of Customer's volume license agreement under which the Intune Device SL was purchased, the terms of such agreement will survive as necessary for the duration of the Intune Device SL.

2.1.2 Cancellation and Reassignment

The Microsoft Intune for EDU (Device SL) may not be cancelled and can only be reassigned to a new device of the same model (or equivalent manufacturer-provided replacement) upon permanent hardware failure of the device the Intune Device SL was previously assigned to.

2.2 Microsoft Intune (Device SLs)

Microsoft Intune for Devices is a new Intune service. Microsoft Intune (Device SLs), as an alternative to User SLs, are no longer available. Customers with existing Microsoft Intune (Device SLs) can continue to use them subject to the Use Rights in the October 2018 OST. The service may be used under Microsoft Intune (Device SLs) acquired via true-up rights subject to those same Use Rights.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Microsoft Learning

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Learning Imagine Academy	75						A	A	
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	1					A	A	A	
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75						A	A	
Microsoft Learning MTA/MCA Certification 125 Exam Site License (Services SL)	125						A	A	
Microsoft Learning MOS/MCE Certification 125 Exam Site License (Services SL)	125						A	A	
Microsoft Learning MOS/MTA/MCE Certification 500 Exam Site License (Services SL)	125						A	A	

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

2.2 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Minecraft: Education Edition

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Minecraft: Education Edition	1							AO,ST	

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: See Appendix H	True-Up Eligible: N/A	

[Table of Contents](#) / [Glossary](#) / [Index](#)

Visual Studio with GitHub Enterprise

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Visual Studio Enterprise with GitHub Enterprise (User SL)						A,SP			
Visual Studio Professional with GitHub Enterprise (User SL)						A			
GitHub Enterprise for Visual Studio Enterprise (User SL)						A			
GitHub Enterprise for Visual Studio Professional (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Application	Extended Term Eligible: N/A
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: All	Reduction Eligible: N/A	Reduction Eligible (SCE): N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

2.1 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 the [Online Services Terms](#).

2.2 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.

2.3 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.

2.4 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.

2.5 Step-Up Licenses

Customer is eligible to purchase Visual Studio Enterprise with GitHub Enterprise Step-up Licenses as provided in [Appendix B – Software Assurance](#), “Step-up License Availability” for any of its Visual Studio Professional with GitHub Enterprise [Licensed Users](#).

2.6 Windows Virtual Desktop

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Glossary

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. Refer to [Appendix C - Online Services Add-ons & Other Transition Licenses](#) for details.

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 [Appendix B – Software Assurance](#) for details.

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 [Appendix B – Software Assurance](#) for details.

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.

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.

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.

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

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

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

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

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

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

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

SA 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 [Appendix B – Software Assurance](#) for details.

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

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 [Appendix H – 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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

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.

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

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.

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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Column Headings

Column Headings appear in the Program Availability table for each Product Entry and organize program availability information by program, offering type, points and availability dates.

CSP = Cloud Solution Provider. Perpetual software licenses are available for commercial customers only in CSP.

DA = Date Available: The date a Product is first available, designated as month/year. For software, it is the earlier of the date Microsoft makes licenses available for ordering or available for download from the Volume Licensing Services Center (VLSC).

EA/EAS = Enterprise Agreement and Enterprise Subscription Agreement: Includes Enterprise and Enterprise Subscription Enrollments, including the Server Cloud Enrollment.

EES = Enrollment for Education Solutions: Includes Enrollment for Education Solutions and the School Enrollment under the Campus and School Agreement (CASA).

L = License: Point value designated for the software License indicated. If point value is parenthesis, that is the value for CASA.

L/SA = License and SA: Point value designated when License and SA is offered for purchase at the same time.

MPSA = Microsoft Products and Services Agreement.

OL = Open License: Open License includes Open License, Open License for Academic, Open License for Government, and Open License for Charity, where available.

OV/OVS = Open Value and Open Value Subscription: Includes Open Value, Open Value Subscription, Open Value for Government, Open Value Academic, and Open Value Subscription for Government.

OVS-ES = Open Value Subscription – Education Solutions.

Point = The value assigned to a Product used to calculate the volume pricing level applicable to Customer’s volume licensing agreement.

SA = Software Assurance: Point value designated when SA is offered for the software indicated.

S/S+ = Select and Select Plus: This also includes Select for Academic, Select Plus for Academic, Select for Government, and Select Plus for Government.

[Table of Contents](#) / [Glossary](#) / [Index](#)

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 in OST, the license terms applicable to a full User SL for the same service apply.

Additive CAL means a [CAL](#) that must be used on conjunction with a base [CAL](#).

Additive External Connector License means an [External Connector License](#) that must be used in conjunction with a base [External Connector License](#).

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

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 the CAL Equivalent Licenses Table, [Appendix A](#), as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the [License](#) after the Server Product’s Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an [OSE](#) running a client operating system.

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

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

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

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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 the Management License Equivalent Licenses Table, **Appendix A**, 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**.

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**.

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.

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

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

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

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

Running Instance means an **Instance** of software that is loaded into memory and for which one or more instructions have been executed. (Customer “Runs an Instance” of software by loading it into memory and executing one or more of its instructions.) Once running, an Instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

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

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

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

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

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

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

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, Debghelp.dll, and Web Deploy technologies are all Windows Software Components.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Appendix A – CAL/ML Equivalent 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](#). If a cell is shaded blue in a server’s row, the [CAL](#) suite or [SL](#) in that column satisfies the [License](#) requirement for access to (or management of) that [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](#).

Servers	Office 365 Enterprise/Education			Core CAL					Enterprise CAL					Enterprise Mobility + Security		Microsoft 365 Education			Microsoft 365		
	E1	E/A3	E/A5	Suite	Bridge O365	Bridge Intune	Bridge O365+ Intune	Bridge EMS	Suite	Bridge O365	Bridge Intune	Bridge O365+ Intune	Bridge EMS	E3	E5	A3 with Core CAL	A3	A5	F1/F3	E3	E5
Exchange Server 2019 Standard																					
Base																					
Additive																					
Exchange Server 2019 Enterprise																					
Base																					
Additive																					
SharePoint Server 2019																					
Base																					
Additive																					
Microsoft Audit and Control Management Server 2013																					
Base																					
Skype for Business Server 2019																					
Base																					
Additive(Ent)																					
Additive (Pls)																					
Windows MultiPoint Server 2016 Premium (Academic only)																					
Base																					
Additive																					
Windows Server 2019 Standard																					
Base																					
Additive (RMS)																					
Additive (MIM)																					
Windows Server 2019 Data Center																					
Base																					
Additive (RMS)																					
Additive (MIM)																					
Advanced Threat Analytics 2016																					
Management																					
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)																					
Management																					
System Center Endpoint Protection 1606																					
Management																					
System Center Service Manager																					
Management																					

Note: Office 365 A1, Microsoft 365 A1, and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. 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. A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.

Appendix B – 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:

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

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

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

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

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

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

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Migration License for Discontinued or End-of-Life Products

“Qualifying License,” as used here, refers to a [License](#) with SA coverage as of the date specified and for the Product identified in the product entry referencing this section.

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

Unless stated otherwise in the Product Entry:

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

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		
Planning Services	X		X
Enterprise Source Licensing Program		X	
Enterprise Sideload		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Training Vouchers	X	X	
Home Use Program	X		

24x7 Problem Resolution Support	X	X	X
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
Servers – Disaster Recovery Rights			X
License Mobility			X
Servers – Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Windows to Go		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

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

Calculating Software Assurance Benefits Points

Entitlements are calculated on a points-based system for the following benefits:

- Planning Services
- Training Vouchers
- 24x7 Problem Resolution Support (Phone) in MPSA only

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

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

Note: For SQL CALs, see the [CAL Suites table](#) in this section

Office for the web services and Office Online Server

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

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

Users must also be licensed for [SharePoint Online](#) or [OneDrive for Business](#) plans to access Office for the web services.

Planning Services

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the Application and Server Pools are eligible for this benefit. The Planning Services benefit provides qualifying customers with pre-determined customized service offerings.

Qualified customers receive a number of Planning Services days based on the number of SA Benefit points from qualifying licenses. The number of days Customer receives for the available Planning Services offerings are combined into a pool of Planning Services days.

Office Applications and Server Licenses	Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Microsoft Dynamics AX Task CAL	1
Microsoft Dynamics 365 Customer Service CAL, Microsoft Dynamics 365 Sales CAL, Dynamics 365 Operations Server, Microsoft Dynamics 365 Operations Activity CAL, Microsoft Dynamics AX Functional CAL, Microsoft Dynamics AX Store Server	2
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2013 and Microsoft Dynamics CRM Server 2015, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional Subscription, Visual Studio Test Professional Subscription, Microsoft Dynamics AX Enterprise CAL, Microsoft Dynamics 365 Operations CAL	25

SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition and Visual Studio Enterprise Subscription	50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Datacenter edition, Microsoft Dynamics AX Standard Commerce Core Server, System Center 2012 Datacenter Server Management License (2-processor)	75

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

The total points Customer is eligible for defines the Planning Services Days entitlements as shown below:

Office Applications and/ or Server Licenses Points	200-499	→1,999	→3,999	→29,999	→49,999	→99,999	→199,999	→399,999	→599,999	600,000+
Office Planning Services Days	1	3	5	10	15	20	30	40	50	75

Core CAL Suite and SQL CAL SA coverage counts as one (1) point toward the thresholds in the first column below, Enterprise CAL Suite SA coverage counts as two (2) points toward the thresholds in the first column below:

CAL Suites	200-3,999	→9,999	→99,999	→299,999	→599,999	→600,000+
Office Planning Services Days	1	3	5	7	10	12

Customers may select from available Planning Service offerings provided by qualified Microsoft Partners or Microsoft Affiliates. A list of available services can be found at <https://www.microsoft.com/licensing/licensing-programs/software-assurance-planning-services-overview>.

The list of available services and associated service levels may change at any time. Qualified Providers will provide customers with an outline of the available Scope of Work for each of the above service offerings.

- Planning Services may be delivered to Customer by qualified Microsoft Partners or Microsoft Affiliates. Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider Customer can view the list of Qualified Providers here: <https://www.microsoft.com/solution-providers/home>
- Planning Services engagements provide services that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- Planning Services vouchers can only be redeemed by the customer who qualified for the benefit.
- Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower Customer's Planning Services entitlement days.
- Voucher types may not be combined. Planning Services engagements must not exceed the maximum specified duration per engagement type.
- Vouchers are only valid with qualified Providers for the specific service type for which the voucher is being redeemed.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days. The tables above show service days available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of service days. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of service days.

Completed deliverables submitted by the Qualified Provider at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared with Customer's Microsoft account team for that purpose.

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

Customers (other than those purchasing through Academic Programs) with a Company-wide commitment or SAM in the application or systems Product pools are eligible for Microsoft Training Vouchers granting a specific number of training days as described below.

Program	Office System Application Pool products	Systems Pool
Open Value	2 days per 50 licenses (maximum 20 days)	1 day per 50 licenses (maximum 10 days)
SAM 1-249	2 days per 50 licenses or points	1 day per 50 licenses or points
SAM 250-2,399	20 days per eligible enrollment or Purchasing Account	10 days per eligible enrollment or Purchasing Account
SAM 2,400-5,999	30 days*	15 days*
SAM 6,000-14,999	50 days*	25 days*
SAM 15,000 – 29,999	110 days*	55 days*
SAM 30,000 – 49,999	160 days*	80 days*
SAM 50,000 – 99,999	250 days*	125 days*
SAM 100,000 – 199,999	400 days*	200 days*

SAM 200,000 – 399,999	600 days*	300 days*
SAM 400,000 – 599,999	800 days*	400 days*
SAM 600,000 +	1400 days*	700 days*

*Number of days per eligible enrollment, agreement, or Purchasing Account

- Services provided may include, but are not limited to, Microsoft Official Learning Products either provided directly from Microsoft, through a Microsoft authorized Learning Product reseller or through a Microsoft Partner in the Learning Program (Microsoft Learning Partner).
- Services provided by Microsoft Partners in the Learning Program are provided under an agreement between Customer and the qualified Microsoft Partner.
- Instructor led courses delivered through a Microsoft Learning Partner in an accelerated format require voucher days equivalent to the number of course days for the course delivery set in the SATV Voucher Validation and Reservation System.
- Vouchers cannot be used to cover any fees related to a customer not showing up for a reserved course.
- Vouchers may only be redeemed by the individual approved by the customer to use the voucher.
- Vouchers may not be exchanged for cash, monies or other valuable considerations.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- Vouchers used to purchase Microsoft Official Learning Products may not be transferred or sold.
- Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower Customer's Training Vouchers service level eligibility.
- The table above shows training credits available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of training credits. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of training credits.
- Microsoft Official Learning Products available may change at any time without notice.
- The amount of days required to purchase a Microsoft Official Learning Product may change at any time.

Microsoft Home Use Program

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

Online Services

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

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

Software

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

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

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

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

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

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

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

24x7 Problem Resolution Support

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

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

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

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

Phone Support Incident Awards for all programs except MPSA

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

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

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

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

Phone Support Incidents Awards for MPSA

The number of permitted phone support incidents varies based upon Customer's SA benefits points earned. If Customer has SA coverage on at least one qualifying Server software Product, Customer is entitled to a complimentary incident. The number of phone support incidents to

which Customer is entitled is based on the total calculated points earned through Customer's Purchasing Account, as shown below (refer to the 'Calculating Software Assurance Benefits Points' section of this document for details of how SA Benefits points are calculated):

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

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

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

Web-Based Incidents

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard, Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Incidents initiated via the Web then converted to phone resolution by Customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

Support Contacts

The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside Customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefits	OL	OV	S/S+: EA Level A	S/S+: EA Level B	S/S+: EA Level C & MPSA	S/S+: EA Level D
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	3	8	16

Service Level for Software Assurance Customers

Estimated response times by severity level and Customer's responsibilities are defined in the following table:

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
A. Submission via phone	Critical business impact: Customer's business has significant loss or degradation of services	1st call response in 2 hours or less based on support offering Microsoft Resources at Customer site as required.	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B. Submission via phone	Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1st call response in 4 hours or less based on support offering Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Customer's business is substantially functioning with minor or no impediments of services.	1st response in one business day or less based on support offering Effort during Business Hours only	Accurate contact information on case owner Responsive within one business day.

1 Contact Microsoft representative for local business hours.

2 Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services

With the exception of MPSA, Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or “SAB”) to Unified Support, Premier Problem Resolution Support (PRS) hours or Dedicated Support Engineer (DSE) hours (applicable for reactive support activities only).

These services are for use consistent with their Premier Service or Unified Support plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS incidents. SA PRS incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, incidents cannot be returned to Customer’s SA allowance.

Additional Business Provisions

SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, Purchasing Accounts, or Open Value Agreements to qualify for additional awards. Spending within each enrollment, agreement, or Purchasing Accounts will be used to determine the award for that enrollment, agreement, or Purchasing Accounts.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone incident awards during the present or future award periods.

SCE Eligibility

Customers who have an SCE with a minimum annual average SA spend of \$250,000 on total of qualifying products in either the Application Platform or the CIS Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft’s Support Lifecycle Policy in line with a Customer’s Premier contract, are included in this benefit.

The qualifying Application Platform Products are:

- SQL Server (Standard, Standard Core, Enterprise Core, Business Intelligence and Parallel Data Warehouse and CALs)
- BizTalk Server (Standard, Enterprise, and Branch)
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:

- CIS Suite Datacenter (Windows Server Datacenter and System Center Datacenter)
- CIS Suite Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500
Swiss Franc	CHF	412,500
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
EURO	EUR	268,750
UK Pound	GBP	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If Customer becomes eligible for Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from Customer’s balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

Parallel Data Warehouse Eligibility

Customers who acquire licenses for SQL Server Enterprise Edition, deploy Parallel Data Warehouse (“PDW”) and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional \$125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for SQL Server Enterprise Edition, deploy PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to \$125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA spend	Permitted support contacts
\$250,000 - \$374,999	4
\$375,000 - \$499,999	5
\$500,000 - \$624,999	6
\$625,000 - \$749,999	7
\$750,000 - \$874,999	8

The number of permitted support contacts for MPSA is 8 regardless of SA spend. The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under Customer’s Premier Services Agreement.

Note: Customers currently licensed for PDW maintain this benefit as detailed in the [June 2016 Product Terms](#).

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.

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 core licenses per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server
Management Servers	System Center 2019 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2019 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

For SQL Server Instances run under License Mobility through SA rights, Customer may run passive fail-over [Instances](#) in one [OSE](#) on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over [Instances](#) must not exceed the number of licenses required to run the corresponding production [Instances](#) on the same partner's shared servers.

Servers – Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements

Customer must have the required Microsoft [Licenses](#) and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access [Licenses](#) used to make the Unified Solution available to External Users.

All Microsoft software used to create and deliver the Unified Solution must be:

- licensed through a Volume Licensing program; and
- eligible for [Self Hosting](#) under these License Terms.

Customer may use Self-Hosted Applications in conjunction with License Mobility through Software Assurance rights to deliver the Unified Solution from shared servers. Because there is no [License Mobility](#) for Windows Server, Customer may not use Windows Server (nor Remote Desktop Services External Connector License or any other Windows Server access license) as a Self-Hosted Application on shared servers. Instead, Customer must use Windows Server software licensed through a [License Mobility through Software Assurance Partner](#) or Customer's Services Provider Licensing Agreement, or under another Microsoft Volume Licensing offering permitting use on shared servers. Other Products used in a Unified Solution delivered from shared servers must have License Mobility through Software Assurance. Any dedicated [Server](#) used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the [Outsourcing Software Management](#) clause.

Customer's software must:

1. add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies alone are not a primary service and/or application of a Unified Solution);
2. be the principal service and/or application of the Unified Solution, and must not allow direct access to the Self-Hosted Applications by any end user of the Unified Solution;
3. be delivered to end users over the Internet, a telephone network, or a private network from servers under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
4. be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

All use of the Self-Hosted Applications remains governed by the [License Terms](#) for those products. Customer may not transfer [Licenses](#) acquired under its volume licensing agreement except as permitted in that agreement.

[Table of Contents](#) / [Glossary](#) / [Index](#)

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.

- i. Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
- ii. 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.
- iii. Customer may use updated software under licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack Hub.

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 Hub Workloads

Customer may have access to ESUs for its licensed SQL Server, Windows Server, and Window 7 workloads running on Azure Stack Hub. 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 Hub.

24x7 Problem Resolution Support

During the term of ESU coverage, Customer will be eligible to apply available 24x7 Problem Resolution Support incidents to the use of the covered version on its qualifying Servers. Qualifying Servers are [Licensed Servers](#) with active SA and ESU coverage and [Licensed Servers](#) also licensed for and running Azure Stack Hub.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Appendix C - Add-ons & Other Transition Licenses

[Table of Contents](#) / [Glossary](#) / [Index](#)

Add-ons

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

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

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

Windows Desktop Operating System

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

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

Microsoft Azure User Plans

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

Microsoft 365

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

Enterprise Mobility + Security

Add-on User SL	Qualifying License(s)
Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on	Core CAL Suite
	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

Microsoft Dynamics 365 Services

Add-on User SL	Qualifying License(s)
Dynamics 365 Team Members Add-on	Dynamics 365 Team Members User CAL
Dynamics 365 Unified Operations - Device Add-on	Dynamics 365 Operations On-premises – Device CAL

Dynamics 365 Unified Operations - Activity Add-on	Dynamics 365 Operations On-premises – Activity User CAL
Dynamics 365 Supply Chain Add-on	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Finance Add-on	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Commerce Add-on	Dynamics 365 Operations On-premises User CAL
Dynamics 365 Sales Professional Add-on	Dynamics 365 Sales User CAL
Dynamics 365 Sales Enterprise Add-on	Dynamics 365 Sales User CAL
Dynamics 365 Customer Service Professional Add-on	Dynamics 365 Customer Service User CAL
Dynamics 365 Customer Service Enterprise Add-on	Dynamics 365 Customer Service User CAL
Dynamics 365 Case Management GOVCON Add-on	Dynamics 365 Case Management User CAL
	Dynamics 365 Sales User CAL

Visio

Add-on User SL	Qualifying License(s)
Visio Online Plan 2 Add-on to Visio Professional	Visio Professional
Visio Online Plan 2 Add-on to Visio Standard	Visio Standard

Office 365 Suites

Add-on User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

Add-on User SL	Qualifying License(s)
Office 365 E1 Add-on	Core CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security
Exchange Online Plan 1 Add-on	
Skype for Business Online Plan 1 Add-on	
SharePoint Online Plan 1 Add-on	
Office 365 E3 without Apps for enterprise Add-ons	Core CAL Suite, or Enterprise CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security, or Enterprise CAL Suite Bridge for Enterprise Mobility + Security
Office 365 E4 without Apps for enterprise Add-ons	
Office 365 A5 Add-on	Core CAL Suite and Office Professional Plus, or Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or Enterprise CAL Suite and Office Professional Plus, or Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus
Office 365 E3 Add-on	
Office 365 E4 Add-on	
Office 365 E5 Add-on	Enterprise CAL Suite and Office Professional Plus, or Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus
Office 365 A5 Add-on	
Office 365 E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)	Office Professional Plus

Exchange Online

Add-on User SL	Qualifying License(s)
Exchange Online Plan 1 Add-on (User SL)	Exchange Standard CAL Core CAL Suite

Project

Add-on User SL	Qualifying License(s)
Project Plan 3 Add-on	Project Professional
Project Plan 5 Add-on	
Project Plan 3 Add-on	Project Standard
Project Plan 5 Add-on	
Project Essentials Add-on	Project Server CAL
Project Plan 3 Add-on	
Project Plan 5 Add-on	

SharePoint Online

Add-on User SL	Qualifying License(s)
SharePoint Online Plan 1 Add-on	SharePoint Standard CAL
	Core CAL Suite

Microsoft Intune

Add-on User SL	Qualifying License(s)
Microsoft Intune Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite
	Core CAL Suite Bridge for Office 365
	Enterprise CAL Suite Bridge for Office 365
Microsoft Intune for EDU Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite
	Core CAL Suite Bridge for Office 365
	Enterprise CAL Suite Bridge for Office 365

[Table of Contents](#) / [Glossary](#) / [Index](#)

From SA

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

- i. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
- ii. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in this Appendix
- iii. Customer retains the corresponding Qualifying Licenses throughout its From SA license subscription period
- iv. 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](#) section 2.1.1.

CAL Suites

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

Windows Desktop Operating System

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

Microsoft 365

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

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

Enterprise Mobility + Security

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

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

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

Microsoft 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.

From SA User SL	Qualifying License(s)
Dynamics 365 Team Members From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics CRM CAL
	Dynamics 365 Team Members CAL
Dynamics 365 Operations - Device From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises Device CAL
	Dynamics 365 Operations - Activity From SA
Dynamics GP CAL	
Dynamics NAV CAL	
Dynamics SL CAL	
Microsoft XAL CAL	
Dynamics POS lanes	
Dynamics RMS lanes	
Dynamics C5 CAL	
Dynamics 365 Operations On-premises Activity CAL	
Dynamics 365 Supply Chain Management From SA	
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes

	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
	Dynamics 365 Unified Plan From SA
	Dynamics 365 Plan
Dynamics 365 Finance From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
	Dynamics 365 Unified Plan From SA
	Dynamics 365 Plan
Dynamics 365 Commerce From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
	Dynamics 365 Unified Plan From SA
	Dynamics 365 Plan
Dynamics 365 Human Resources From SA	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
	Dynamics 365 Operations On-premises User CAL
	Dynamics 365 Unified Plan From SA
	Dynamics 365 Plan
Dynamics 365 Sales Professional From SA	Dynamics CRM CAL
	Dynamics 365 Sales CAL
	Dynamics 365 Customer Engagement Plan From SA
	Dynamics 365 Plan
Dynamics 365 Sales Enterprise From SA	Dynamics 365 Sales CAL
	Dynamics CRM CAL
	Dynamics 365 Customer Engagement Plan From SA
	Dynamics 365 Plan
Dynamics 365 Customer Service Professional From SA	Dynamics CRM CAL
	Dynamics 365 Customer Service CAL
	Dynamics 365 Customer Engagement Plan From SA
	Dynamics 365 Plan
Dynamics 365 Customer Service Enterprise From SA	Dynamics 365 Customer Service CAL
	Dynamics CRM CAL
	Dynamics 365 Customer Engagement Plan From SA
	Dynamics 365 Plan
Dynamics 365 Case Management GOVCON From SA	Dynamics CRM CAL
	Dynamics 365 Customer Service CAL
Dynamics 365 Business Central Essentials	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL

	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Premium	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL
Dynamics 365 Business Central Team Members	Dynamics 365 Business edition
	Dynamics AX CAL
	Dynamics GP CAL
	Dynamics NAV CAL
	Dynamics SL CAL
	Microsoft XAL CAL
	Dynamics POS lanes
	Dynamics RMS lanes
	Dynamics C5 CAL

Microsoft 365 Applications

From SA User SL	Qualifying License(s)
Microsoft 365 Apps for enterprise From SA	Office Professional Plus

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

Phone System

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

Project

From SA User SL	Qualifying License(s)
Project Plan 1 From SA	Project Standard
	Project Server CAL
Project Plan 3 From SA	Project Professional

Project Plan 5 From SA	Project Server CAL
	Project Professional
	Project Server CAL

Visio

From SA User SL	Qualifying License(s)
Visio Online Plan 1 and 2 From SA	Visio Professional
Visio Online Plan 1 From SA	Visio Standard

Appendix D – Professional Services

The Professional Services available through Microsoft Volume Licensing are described below.

Microsoft Premier Support Offerings

Area ¹	Premier Core	Premier Foundation	Premier Standard	Premier Plus
Support Account Management	X	X	X	X
Account Profiling & Reporting	Monthly	Monthly	Monthly	Monthly
Support Assistance (Hours annually allocated)	Up to 10 hours	Up to 10 hours +1 Health Check +1 Workshop	Up to 120 hours	Up to 160 hours
Problem Resolution Support (PRS) (annually allocated)	Up to 40 hours	Up to 30 hours	Up to 80 hours	Up to 140 hours
24X7 Critical Situation Escalation Management (Severity Level 1)	X	X	X	X
Rapid Onsite Support	X	X	X	X
Proactive Information Services	X	X	X	X
Microsoft Premier Online	X	X	X	X
Add-on Hours	Packs of 20	Packs 20	Packs of 20	Packs of 20

¹Business Hours are defined locally.

Severity	Situation	Microsoft's Expected Response	Customer's Expected Response
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less Microsoft's Resources at customer site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Microsoft's Senior Executives	Notification of Customer Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority
A. Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1hour	1st call response in 1 hour or less Microsoft's Resources at Customer site as required. Continuous effort on a 24x7 basis Notification of Microsoft's Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B. Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours ¹	1st call response in 2 hours or less Effort during Business Hours ¹ only	Allocation of appropriate resources to sustain Business Hours ¹ continuous effort Access and response from change control authority within 4 Business Hours ¹
C. Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours ¹	1st call response in 4 hours or less Effort during Business Hours ¹ only	Accurate contact information on case owner Responsive within 24 hours

¹Business Hours are defined locally.

²Microsoft may need to downgrade the severity level if Customer is not able to provide adequate resources or responses to enable Microsoft to continue with problem resolution efforts.

Associated Business Rules

All Professional Services provide support for commercially released, generally available Microsoft Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Professional Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Professional Services will be provided in the country in which the VL agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Professional Services not consumed on an annual basis will be forfeited. Upon Customer request, Microsoft may access Customer's system via remote dial-in to analyze problems.

Microsoft Digital Advisory Services Offerings

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)			
Digital Advisory Network			
Digital Advisory Services Library			
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.

Sales Productivity Accelerator Offerings

Sales Productivity Accelerator Overview

The Sales Productivity Accelerator is a service provided by Microsoft Services over the course of a four (4)-week-term to deliver a fixed-scope implementation of Microsoft Dynamics 365.

The Sales Productivity Accelerator includes the following deliverables:

- **Service Delivery Plan:** created by a Microsoft Consultant to meet the customer's business goals and objectives.
- **Workshops:** will devote up to a total of sixteen (16) hours for workshops:
 - Up to two (2) discovery workshops, to explore and define key use cases and business requirements, as provided by Customer, to configuration settings;
 - Up to four (4) design review workshops during the Build phase.
- **Reporting:** One (1) native Microsoft Dynamics 365 dashboard with up to four (4) native components and two (2) Excel Power View Reports using Power BI Pro5 configured for up to two (2). The reports display up to two (2) interactive charts per entity with data sourced from Microsoft Dynamics 365.
- **Configuration:** Microsoft Dynamics 365 will be configured to support up to a total of ten (10) users. During this time, Microsoft will devote up to sixty-four (64) hours to configure the lead thru opportunity processes, 3 security roles, 3 persona's leveraging out of the box security roles, SharePoint and Yammer integration with Microsoft Dynamics 365.
- **Testing:** will devote up to twenty-six (26) hours devoted to up to two (2) tests (e.g., System Test & UAT).
- **Training and Knowledge Transfer:** Provide one (1) product-oriented training for Customer's users, for up to a total of four (4) hours.
- **Deployment Support:** Provide up to forty (40) hours of deployment and go-live support (week 4) subject to the pre-determined project scope and requirements.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Sales Productivity Accelerator service, 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. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Appendix E – Program Agreement Supplemental Terms

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

Supplemental Terms for Select Plus Program

Select Plus requires a minimum order quantity of 500 points per pool during the first year. This order quantity requirement may be waived if a Qualified Contract is supplied.

Price Levels in Select Plus

Customer’s prices are based upon agreement between Customer and Customer’s reseller. However, Microsoft provides reseller with the following price and point criteria to help guide reseller to end customer pricing:

Select Plus Price Level-Commercial	Annual Point Minimums per Pool
A	500
B	4,000
C	10,000
D	25,000

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.

Online Services in the Open Programs

Under the Open License, Open Value, and Open Value Subscription programs, the subscription period for Online Services starts at the time of product key activation and not the time of order. Once the product key is activated, Microsoft will not accept return requests submitted by Microsoft’s partners.

Customer qualifies for the Open Value program with a minimum purchase of 5 licenses. Online Services User Subscription Licenses (User SLs) can be counted toward the minimum quantity of 5 licenses. However, 5 User SLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any User SLs.

Supplemental Terms for Professional Services – Legacy Agreements

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

Use, Ownership, and License Rights

Fixes

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

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services provided to Customer (“Pre-Existing Work”) shall remain the sole property of the party providing it. Each party may use, reproduce and modify the other party’s Pre-Existing Work only as needed to perform obligations related to Professional Services. Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer’s internal business purposes. The license to Microsoft’s Pre-Existing Work is conditioned upon Customer’s compliance with the terms of Customer’s volume licensing agreement.

Services Deliverables

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

Use of technical information from Professional Services

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

Open Source License Restrictions

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

Affiliates’ Rights

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

Warranties and Limitations of Liability

Warranty for Professional Services

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

Limitation of Liability

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

[Table of Contents](#) / [Glossary](#) / [Index](#)

Appendix F – Promotions

Security and Compliance Promotion for Microsoft 365 F1/F3

Customers may acquire the Security and Compliance promotion for Microsoft 365 F1/F3 for its Microsoft 365 F1/F3 licensed users, provided all of the Customer's users with primary work devices with screens 10.1" or larger that do not share their device have either Microsoft 365 E5 licenses or both the Microsoft 365 E5 Security and Microsoft 365 E5 Compliance licenses. The Security and Compliance promotion for Microsoft 365 F1/F3 offer includes Microsoft 365 E5 Security, Microsoft 365 E5 Compliance, Office 365 Data Loss Prevention, Exchange Online Archiving, and eDiscovery Hold and Export for SharePoint Online (including OneDrive for Business files).

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 (A3 Only) 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 January 31, 2021, 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.

Free Audio Conferencing for CSP and Web Direct Customers

Customers may acquire free Audio Conferencing licenses for up to twelve (12) months by visiting their admin portal. Offer valid from October 1, 2020, until March 31, 2021, available only for net new Audio Conferencing seats (defined as seats incremental to any existing seats as of August 1, 2020) for CSP or Web Direct 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. 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.

Power Apps Promotion for EA, EAS, and CSP Customers

Customers may acquire a public promotional license of Power Apps per App and/or Power Apps per User, from December 1, 2020, until June 30, 2021. The Power Apps per App Promo is available to all customers with an existing or new EA, EAS, or CSP agreement and requires a minimum purchase of 200 licenses. The Power Apps per User Promo is available to all customers with an existing or new EA or EAS and requires a minimum purchase of 5,000 licenses. Please contact your Microsoft account representative for more details.

Appendix G - Storage Array, and Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized from Microsoft Hardware Terms

This Appendix G includes the additional or alternative terms that apply to hardware Products that are identified in this Appendix G. If there is a conflict between the provisions of this Appendix G and that of the Product Terms, this Appendix G shall govern and control for that hardware Product.

Storage Array Terms

Availability

The Storage Array is available for delivery in the following geographies only: Argentina, Australia, Austria, Bahrain, Belarus, Belgium, Brazil, Bulgaria, Canada, Chile, Colombia, Costa Rica, Croatia, Czech Republic, Denmark, Egypt, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Kazakhstan, Kenya, Kuwait, Lebanon, Liechtenstein, Macau, Malaysia, Mexico, Morocco, Netherlands, New Zealand, Nigeria, Norway, Pakistan, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, South Korea, Sri Lanka, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, Ukraine, United Kingdom, United States, Vietnam.

Shipment and Title

Shipping terms for orders placed are: (i) FCA (Incoterms 2010) Supplier Shipping dock; (ii) Microsoft will pre-pay and invoice freight to Customer; and (iii) for shipments outside the United States, Customer is responsible for clearing the goods for import and paying all import costs including duties, taxes, and other clearance charges. Microsoft will supply the Storage Array to the Customer on a No Charge basis and title for the Storage Array and the risk of loss will pass to Customer upon delivery to the carrier and completion of export formalities at the point of origin. All scheduled shipment dates are estimates only. The Storage Array will be shipped to the address provided by Customer using the StorSimple online form (provided separately). For US transactions, Microsoft has remitted sales tax on the value of the Storage Array(s) based upon the ship-to address provided by Customer for the delivery of the Storage Array(s). For US and Canada transactions, the address used for the shipment of the Storage Array(s) is used strictly for purposes of shipping the device to Customer and does not impact any other ship-to (or Tax Address) provided on Customer's volume license agreement used for purposes of charging sales tax to Customer on purchases made under that volume license agreement.

Storage Array Software

Microsoft grants Customer a non-exclusive, non-transferrable, limited license to use the Software that runs in the Storage Array ("Storage Array Software") only in connection with Customer's use of the Storage Array. Customer's use of the Storage Array Software is subject to the terms of Customer's volume license agreement governing Software, and Microsoft reserves all other rights.

Restrictions

Customer may not use the Storage Array Software for comparisons or "benchmarking" except for Customer's internal purposes or publish or disclose the results thereof.

Certain Third Party Open Source Software

The Storage Array Software may be distributed with certain independent code (e.g., firmware) that is licensed under the GNU General Public License ("GPL"), the GNU Library/Lesser General Public License ("LGPL"), the Apache License Version 2.0 ("Apache License") and/or other open-source licenses ("Open-Source Code"). Any such Open-Source Code is identified in the Third Party Software Notices located at: <http://go.microsoft.com/fwlink/?LinkId=627000>, and is licensed to Customer in accordance with the applicable open-source licenses.

Activation/Consent for Internet-based Services

Activation associates the use of the Storage Array Software with a specific device. During activation and subsequent use of the device, the Storage Array Software may send information about the Storage Array Software and device to Microsoft. This information includes the version, language, and product key of the Storage Array Software, Customer's Internet protocol address, operating system, browser and name, the version of the Storage Array Software Customer is using, and the language code of the Storage Array running the Storage Array Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Storage Array and Storage Array Software, Customer consents to the transmission of this information to Microsoft.

Storage Array Software Updates

The update service for Storage Array Software will allow Customer to download available updates manually, or opt-in to receiving updates automatically. Available updates from Microsoft will be licensed by Microsoft and any third party updates will be licensed by the applicable third party.

Limited Hardware Warranty

Microsoft warrants that the Storage Array hardware will not malfunction due to a defect in materials or workmanship under ordinary commercial use as described in the applicable product documentation for a period of ninety (90) days from the date of delivery to Customer. If it does not and Customer notifies Microsoft within the warranty term, Microsoft will repair or replace it (at Microsoft's election) at no charge. This is the only

warranty Microsoft gives for the Storage Array, and Customer waives any breach of warranty claims not made during the warranty period. This warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with Customer's volume license agreement or the product documentation and it is void if the Storage Array is opened or modified, damaged by use with Non-Microsoft Products, or damaged by maintenance or repair performed by anyone other than Microsoft or a Microsoft authorized vendor. **Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.**

Indemnification. Defense of third party claims

Microsoft will defend Customer against any claims made by an unaffiliated third party that a Storage Array infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, subject to the terms of the Customer's volume license agreement regarding defense of third party claims.

Limitation of Liability

For any claim related to a Storage Array, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Storage Array. **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. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations; (2) defense obligations; or (3) violation of the other party's intellectual property rights.**

U.S. Export Control Laws

The Storage Arrays are subject to the provisions in Customer's volume licensing agreement regarding U.S. export jurisdiction.

Collection of Diagnostic Information

Microsoft may collect information to help Microsoft diagnose problems related to the Storage Array and provide potential solutions. If Microsoft receives indication of a potential problem, it may collect information from the Storage Array through the Azure StorSimple Management Service. The types of information collected may include files that help describe or identify the problem, such as operational logs, whether the problem occurred in the hardware or software, the type and severity of the problem, and device status. Microsoft will not collect memory dumps, keys, passwords, or data that a Customer stores on the Storage Array. Microsoft uses the information to improve the Storage Array and related services, and may also use it to improve third party hardware and firmware included as part of the Storage Array. To the extent that Microsoft provides its hardware vendor with specific information, Microsoft will only provide the information in an anonymized data format unless Microsoft obtains Customer's explicit consent. Microsoft will provide this information for the purpose of resolving an identified hardware related issue. To learn more about privacy for the Storage Array, refer to <https://www.microsoft.com/en-us/privacystatement>.

Government Use

Customer understands that in exchange for purchasing one or more StorSimple Monetary Commitment Offerings, Microsoft will provide the Storage Array and StorSimple Support to Customer at no additional charge. Microsoft waives any and all entitlement to compensation from Customer for such Storage Array or StorSimple Standard Support. Microsoft intends that the provision of the Storage Array and StorSimple Standard Support to Customer without charge will fully comply with applicable gift, ethics and other laws and regulations related to gratuitous goods and services. Microsoft intends that the provision of Storage Arrays and StorSimple Standard Support shall be for the sole benefit and use of Customer and not for the personal use or benefit of any individual government employee.

Azure Data Box Hardware Terms

Definitions

Azure Storage means the Microsoft-managed cloud service that provides highly available and secure storage.

Azure Storage Account means a secure account that enables Customer to access and store its information using the Azure Storage service.

Data Box Device means a hardware device(s), including Data Box Software, that Microsoft may provide for Customer's temporary use in storing and transporting or transferring data from its premises to an Azure datacenter so it can be uploaded into Customer's Azure Storage Account.

Data Box Software means all software in object code form provided on or in conjunction 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, and which may be different than the data center where Customer prefers to store its data and/or the location of Customer Azure Storage Account.

Microsoft Azure Data Box Service or Service means the Microsoft Azure service that enables customers to store and transfer on the Data Box Device large amounts of data to and from data centers. 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 (in object code) installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting or pre-processing (where applicable) data as enabled by the Data Box Device, 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 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 (if any); (iv) separate and run parts of the Data Box 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 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.

Restrictions

Customer may not use the Data Box 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 Data Box Software is necessary, activation associates the use of the Data Box Software with a specific device. During activation and subsequent use of the device, the Data Box Software may send information about the Data Box Software and device to Microsoft. This information includes the version, language, and product key of the Data Box Software, Customer's Internet protocol address, operating system, browser and name, the version of the Data Box Software Customer is using, and the language code of the Data Box running the Data Box Software. Microsoft uses this information to make the Internet-based services available to Customer. By using the Data Box Device and Data Box Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

The Data Box Device may allow Customer to download available updates manually. 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 Data Box Device support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

Limitations

Customer is not required to use the Data Box Device to transfer data to Azure Storage, nor is Microsoft obligated to continue to make the Data Box Device or any other hardware product available in connection with the Service. The Data Box Device 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 Data Box Device to anyone in its sole discretion and judgment. Microsoft may suspend the Service at its discretion in accordance with the requirements for Microsoft Azure Services under the Microsoft Online Services Terms.

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 the Azure Services Terms located at <https://azure.microsoft.com/en-us/support/legal/>. These Additional Terms supplement but do not amend or modify any existing terms in the Azure Services Terms. As set forth in these Additional Terms, Microsoft may charge Customer specified fees in connection with its 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 to the Data Box Device to transport, transfer (and where applicable, pre-process) such data, provided that Customer implements certain precautions:

- i. Back up and protect the data before transferring the data to the Data Box Device and prior to sending to Azure Storage;
- ii. Do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Data Box Device to a Designated Azure Data Center.
- iii. Cease using the Data Box Device to transfer data immediately upon notice from Microsoft.

Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box 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.

Possession and Return of the Data Box Device

As part of the Service, Microsoft allows Customer to possess the Data Box Device for a period of time depending on the Data Box Device type. For Data Box Devices that have a specified time period for possession, Microsoft may charge Customer additional daily fees for possession of the Data Box Device beyond that specified time period.

Shipment and Title; Fees

- a. **Title and Risk of Loss.** All right, title and interest in each Data Box Device is and shall remain the property of Microsoft, and except as expressly set forth in the Additional Terms, no rights are granted to any Data Box Device (including under any patent, copyright, trade secret, trademark or other proprietary rights. Customer will compensate Microsoft for any loss, material damage or destruction to or of any Data Box Device while it is at any of Customer's locations as described in Shipment and Title; Fees, Table 1. Customer is responsible for inspecting the Data Box Device upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at databoxsupport@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage to, the Data Box Device once it has

been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Data Box Device for delivery back to the Designated Azure Data Center.

- b. **Fees.** As set forth in these terms, Microsoft may charge Customer specified fees in connection with its use of the Data Box Device as part of the Service, with the current schedule of fees set forth at the following: <https://go.microsoft.com/fwlink/?linkid=2052173>. For clarity, Azure Storage and Azure IoT Hub are separate Azure Services, and if used (even in connection with its use of the Service), separate Azure metered fees will apply. For additional clarity, any Azure services Customer uses after completing a transfer of data using the Azure Data Box Service are subject to separate usage fees. For Data Box Devices, Microsoft may charge Customer a lost device fee, as provided in Table 1 below, if (i) the Data Box Device is lost or materially damaged while it is in Customer's care; (ii) Customer does not provide the Data Box Device to the Microsoft-designated carrier for return within the time period after the date it was delivered to Customer as provided in the table below. Microsoft reserves the right to change the fees charged for Data Box Device types, including but not limited to, by charging different amounts for different device form factors.

Table 1	
Data Box Device Type	Lost or Materially Damaged Time Period and Amounts
Data Box	Period: After 90 Days Amount: \$40,000.00 USD
Data Box Disk	Period: After 90 Days Amount: \$2,500.00 USD per Disk
Data Box Heavy	Period: After 90 Days Amount: \$250,000.00 USD
Azure Stack Edge	Period: If not returned within 30 days after the termination of Service Amount: \$40,000.00 USD
Data Box Gateway	N/A

- c. **Shipment and Return of Data Box Device.** For those Data Box Devices that are transported or delivered between Customer and a Designated Azure Data Center or a Microsoft entity, Microsoft will provide access to a designated carrier for such shipping and delivery. Customer will be responsible for costs of shipping a Data Box Device from Microsoft or a Designated Azure Data Center to Customer and return shipping of the same, including any metered amounts for carrier charges, any taxes, or applicable customs fees. When returning a Data Box Device to Microsoft, Customer will package and ship the Data Box Device in accordance with Microsoft's instructions, including by using a carrier designated by Microsoft and the packaging materials provided by Microsoft.
- d. **Transit Risks.** Although data on a Data Box Device is encrypted, Customer acknowledges that there are inherent risks in shipping data on and in connection with the Data Box Device, and that Microsoft will have no liability to Customer for any damage, theft, or loss occurring to a Data Box Device or any data stored on one, including without limitation in transit.
- e. **Self-Managed Shipment.** Notwithstanding the foregoing, Customer may elect to use Customer's designated carrier or Customer itself to ship and return the Data Box Device by selecting this option in the Service portal. Once selected, (i) Microsoft will inform the Customer about Data Box Device availability; (ii) Microsoft will prepare the Data Box Device for pick-up by the Customer's designated carrier or Customer itself; and (iii) Customer will coordinate with Microsoft and Designated Azure Data Center personnel for pick-up and return of the Data Box Device by Customer's designated carrier or Customer directly. A Customer's election for self-managed shipment is subject to the following: (i) Customer abides by all other applicable terms and conditions related to the Service and Data Box Device, including without limitation, the Online Services Terms and the Azure Data Box Hardware Terms; (ii) Customer is responsible for the entire risk of loss of, or any damage to, the Data Box Device (as set forth in the "Shipment and Title; Fees" section, under subsection (a) "Title and Risk of Loss") from the time that Microsoft makes the Data Box Device available for pick-up by Customer's designated carrier or Customer, to the time Microsoft has accepted the Data Box Device from Customer's designated carrier or Customer at the Designated Azure Data Center; (iii) Customer is fully responsible for the costs of shipping a Data Box Device from Microsoft or a Designated Azure Data Center to Customer and return shipping of the same, including carrier charges, any taxes, or applicable customs fees; (iv) When returning a Data Box Device to Microsoft or a Designated Azure Data Center, Customer will package and ship the Data Box Device in accordance with Microsoft's instructions and any packaging materials provided by Microsoft; (v) Customer will be charged applicable fees (as set forth in the "Shipment and Title; Fees" section, under subsection (b) "Fees") which commence from the time the Data Box Device is ready for pick-up at the agreed upon time and location, and will cease once the Data Box Device has been delivered to Microsoft or the Designated Azure Data Center; and (vi) Customer acknowledges that there are inherent risks in shipping data on and in connection with the Data Box Device, and that Microsoft will have no liability to Customer for any damage, theft, or loss occurring to a Data Box Device or any data stored on one, including without limitation in transit when shipped by Customer's designated carrier.

Responsibilities if Customer Moves a Data Box Device between Locations

While Customer is in possession of a Data Box Device, Customer may, at its sole risk and expense, transport the Data Box Device to its different locations to upload its data in accordance with this Section and the requirements of the Additional Terms. Customer is responsible for obtaining, at its own risk and expense, any export license, import license and other official authorization for the exportation and importation of the Data Box Device and associated Software and Customer's data to any such different Customer location. Customer shall also be responsible for customs clearance at any such different Customer location, and 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. Customer agrees to comply with and be responsible for all applicable

import, export and general trade laws and regulations should Customer decide to transport the Data Box Device beyond the country border in which Customer receive the Data Box Device. Notwithstanding the foregoing, if Customer transports the Data Box Device to a different location as set forth in this Section, Customer agrees to cause the Data Box Device to return to the country location where Customer received such device initially, prior to shipping the Data Box Device back to the original point of origin, whether a specified Microsoft entity or a Designated Azure Data Center. If requested, Microsoft may provide a list of companies that may be able to assist Customer in importing or exporting the Data Box Device, but Microsoft does not endorse, support, or represent any of the listed companies, and Microsoft disclaims any liability for any damages or liabilities Customer may incur as a result of those services.

Disclaimer of Warranty

Microsoft provides the Data Box Device, and any assistance by Microsoft in connection with the Data Box Device, “as is” without any warranties or conditions, and disclaims any express, implied or statutory warranties, including without limitation, warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Customer bears the risk of using them.

U.S. Export Control Laws

The Data Box Devices are subject to the provisions in Customer’s volume licensing agreement, Azure Subscription Agreement, or other customer agreement regarding U.S. export jurisdiction.

Privacy; Processing of Personal Data

- a. **Privacy.** The Microsoft Privacy Statement applies to the Service and the Data Box Device under these Additional Terms.
- b. **Terms.** Customer agrees to comply with all data protection laws that apply to its use of the Service, its handling of data with the Data Box Device or in Azure Storage, or its moving the Data Box Device as described in the Responsibilities if Customer Moves a Data Box Device between Locations section above.
- c. **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>.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Azure Stack Edge 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/en-us/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 conjunction with an Azure Stack Edge Device, including all tools, updates, and associated documentation.

Azure Services Terms; Limitations

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 the Azure Service Agreement and Terms located at <https://azure.microsoft.com/en-us/support/legal/>, which includes without limitation, the Customer’s customer agreement and the Online Services 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 Azure Stack Edge Device as part of the Service.

Limitations

Customer is not required to use the Azure Stack Edge Device to transfer data to an Azure service or to run any other functionality, nor is Microsoft obligated to continue to make the Azure Stack Edge Device or any other hardware product available in connection with the Service. The Azure Stack Edge Device 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 Azure Stack Edge Device 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 Microsoft Online Services Terms.

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 to the Azure Stack Edge Device, provided that Customer implements the following:

- a. **Data Protection.** Customer agrees to develop and implement a data protection strategy that among other things, preserves and backs up customer data residing and remaining locally on the Azure Stack Edge Device in the event of device failure, loss, or destruction.
- b. **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. Customer should assess the capabilities and features of the Azure Stack Edge Device based on Customer's intended workloads and applications to determine if the Azure Stack Edge Device is appropriate to meet Customer's business needs. For example, the Azure Stack Edge Device has Service Level Objectives (see the "Service Level Objectives" Section) but no service level agreement commitments (e.g., for uptime, support issue resolution, etc.) and has the capabilities described at <https://aka.ms.AzureStackEdgeDoc>.
- c. **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).
- d. **Accreditation.** To the extent that the 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 with the Azure Stack Edge Device, 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 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 (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. 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 shall govern and control for the use of such modules or agents.

Restrictions

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, including device properties (e.g., node, chassis and component numbers, software and firmware versions, timestamps of registration, etc.) and Customer environment details (e.g., internet protocol addresses of device, device name, 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. 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 Azure Stack Edge support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

Use of the Azure Stack Edge Device

As part of the Service, Microsoft allows Customer to use the Azure Stack Edge Device for as long as the Customer has an active subscription to the Service. If Customer no longer has an active subscription and fails to return the Azure Stack Edge Device, Microsoft can deem the Azure Stack Edge Device as lost as set forth in the "Title and Risk of Loss; Shipment and Return Responsibilities" Section.

Title and Risk of Loss; Shipment and Return Responsibilities

Title and Risk of Loss

All right, title and interest in each Azure Stack Edge Device is and shall remain the property of Microsoft, and except as expressly set forth in these Additional Terms, no rights are granted to any Azure Stack Edge Device (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 Azure Stack Edge Device while it is at any of Customer's locations or in the circumstances described in the "Responsibilities if Customer Moves an Azure Stack Edge Device between Customer's Locations" Section, with the exception of expected wear and tear, which includes minor damage (i.e., dings and dents) that do not compromise the structure or functionality of the Azure Stack Edge Device. Customer is responsible for inspecting the Azure Stack Edge Device upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at adbeops@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage to (other than expected wear and tear), the Azure Stack Edge Device once it has been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Azure Stack Edge Device for return delivery. If Customer prefers to arrange Customer's own pick-up and/or return of the Azure Stack Edge Device pursuant to

the “Shipment and Return of Azure Stack Edge Device” Section below, Customer is responsible for the entire risk of loss of, or any damage to the Azure Stack Edge Device until it has been returned to, and accepted by Microsoft.

Microsoft may charge Customer for a lost device fee for the Azure Stack Edge Device (or equivalent) as set forth on the pricing pages for the specific Azure Stack Edge Device models under the “FAQ” section at <https://azure.microsoft.com/en-us/pricing/details/azure-stack/edge/> (i) if the Azure Stack Edge Device is lost or materially damaged while it is Customer’s responsibility as described in the previous sentence, or (ii) if Customer does not provide the Azure Stack Edge Device to the Microsoft-designated carrier for return or return the Azure Stack Edge Device pursuant to the “Shipment and Return of Azure Stack Edge Device” Section 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 Azure Stack Edge Device

Customer will be responsible for a one-time metered shipping fee for the shipment of the Azure Stack Edge Device from Microsoft to Customer and return shipping of the same, in addition to any metered amounts for carrier charges, any taxes, or applicable customs fees. When returning an Azure Stack Edge Device to Microsoft, Customer will package and ship the same in accordance with Microsoft’s instructions, including by using a carrier designated by Microsoft and the packaging materials provided by Microsoft. If Customer prefers to arrange Customer’s own pick-up and/or return of the same, then Customer is responsible for the costs of shipping the Azure Stack Edge Device, including adequate protections against any loss or damage of the Azure Stack Edge Device (e.g., insurance coverage) while in transit. Customer will package and ship the Azure Stack Edge Device in accordance with Microsoft’s packaging instructions. Customer is also responsible to ensure that it removes any and all of Customer’s data from the Azure Stack Edge Device prior to returning it to Microsoft, including but not limited to, following any Microsoft issued processes for wiping or clearing the Azure Stack Edge Device.

Responsibilities if a Government Customer Moves an Azure Stack Edge Device between Customer’s Locations

If a government Customer is in possession of an Azure Stack Edge Device, the government Customer only may, at Customer’s sole risk and expense, transport the Azure Stack Edge Device to Customer’s different locations in accordance with this Section and the requirements of the Additional Terms. Customer is responsible for obtaining at Customer’s own risk and expense any export license, import license and other official authorization for the exportation and importation of the Azure Stack Edge Device and associated Software and Customer’s data to any such different Customer location. Customer shall also be responsible for customs clearance at any such different Customer location, and 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. Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should Customer decide to transport the Azure Stack Edge Device beyond the country border in which Customer receives the Azure Stack Edge Device. Notwithstanding the foregoing, if Customer transports the Azure Stack Edge Device to a different location as set forth in this Section, Customer agrees to cause the Azure Stack Edge Device to return to the country location where Customer received it initially, prior to shipping the Azure Stack Edge Device to Microsoft. Customer acknowledge that there are inherent risks in shipping data on and in connection with the Azure Stack Edge Device, and that Microsoft will have no liability to Customer for any damage, theft, or loss occurring to a Azure Stack Edge Device 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 Customer’s operating objectives for the Azure Stack Edge Device; however, depending on the location to which Customer intends to move the Azure Stack Edge Device, Microsoft’s ability to provide hardware servicing and support may be delayed, or may not be available.

Fees

Microsoft will charge Customer specified fees in connection with Customer’s use of the Azure Stack Edge Device as part of the Service, with the current schedule of fees for each Azure Stack Edge model accessible at the following: <https://azure.microsoft.com/en-us/pricing/details/azure-stack/edge/>. For clarity, Customer may use other Azure services in connection with Customer’s use of the Service, and Microsoft deems such services as separate services that may be subject to separate metered fees and costs. 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

Azure Services Terms, Software, Survival, Disclaimer of Warranty, Privacy Terms and Export Control Laws Section 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 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.

Privacy; Processing of Personal Data

- a. **Privacy.** The Microsoft Privacy Statement applies to the Service and the Data Box Device under these Additional Terms.
- b. **Terms.** Customer agrees to comply with all data protection laws that apply to its use of the Service, its handling of data with the Azure Stack Edge Device or in Azure Storage, or its moving the Azure Stack Edge Device as described in the “Responsibilities if Customer Moves an Azure Stack Edge Device between Locations” Section above.

- c. **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>.

Service Level Objectives

The Azure Stack Edge Device has Service Level Objectives (SLO) for (a) delivery of the Azure Stack Edge Device; and (b) replacement of Field Replaceable Units or FRUs. The SLOs or failure to meet the SLOs do not provide any basis for financial recovery or remediation. For clarification purposes, the SLOs are separate and distinct from Azure service level agreement (SLA) commitments, as set forth in the Service Level Agreement for Microsoft Online Services. For additional clarity, the Azure Stack Edge Device does not have any applicable Azure SLAs.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Azure Stack Hub Ruggedized from Microsoft Hardware Terms

Definitions

Documentation means the Ruggedized Azure Stack Hub user documentation set forth in <https://aka.ms/azurestackhubrfm>.

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 Online Services 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 Microsoft Online Services Terms.

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:

- i. **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.
- ii. **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.
- iii. **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.
- iv. **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

- i. **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.
- ii. **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.
- iii. **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.
- iv. **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 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 madbeops@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 Customer’s use of the Service, the government Customer only may, at Customer’s sole risk and expense, transport the Appliance to Customer’s different locations to upload Customer’s data in accordance with Section “Use of the Appliance and Software” above. Subject to Section “Export Control Laws”, Customer is responsible for obtaining at 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 Customer’s data to any such different location of Customers. Customer is also solely responsible for customs clearance at any such different location of Customer’s, and 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. Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should Customer decide to transport the Appliance beyond the country border in which Customer receives the Appliance. Notwithstanding the foregoing, if Customer transports the Appliance to a different location as set forth in this Section, 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 Customer Specified Location. 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 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 Customer’s operating objectives for the Appliance; however, depending on the location to which Customer intends to move the Appliance, Microsoft’s ability to provide hardware servicing and support may be delayed, or may not be available.

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

- a. **Privacy.** The Microsoft Privacy Statement (<http://www.microsoft.com/privacystatement/OnlineServices/Default.aspx>) applies to the Service and the Appliance under these Additional Terms.
- b. **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 Customer's moving the Appliance as described in the "Responsibilities if Customer Moves an Appliance between Locations" section above.
- c. **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.

[Table of Contents](#) / [Glossary](#) / [Index](#)

Appendix H - Student Use Benefits and Academic Programs

This section highlights the specific benefits provided to Students in Open Value Subscription for Education Solutions, School Agreement, Enrollment for Education Solutions, and Cloud Solution Provider programs.

Product Key and Software Distribution of Academic Program Benefits

Students and faculty may receive product keys or pins from non-Microsoft.com sites. If fraudulent behaviors are observed, Microsoft may, in its discretion, remove or block the distribution of the software, product keys, and pins until such fraudulent behavior has been mitigated or resolved.

Student Use Benefit Entitlements by Qualifying Program

The following table defines [Student Use Benefits](#) for specific products licensed through Academic programs. For each Product in the first column, the appropriate [Student Use Benefit](#) Product(s) are listed along with the number of licenses available for Students per paid Faculty/Staff, [Education Qualified User](#), or [Knowledge Worker](#) license.

Qualifying Product	Student Use Benefit ¹	Program Availability	Student Instances Provided per Faculty/Staff or Knowledge Worker
Advanced Threat Analytics	Advanced Threat Analytics	OVS-ES, School, EES	15
Azure Active Directory Premium Plan 1	Azure Active Directory Premium Plan 1	OVS-ES, School, EES, CSP	15
Azure Active Directory Premium Plan 2	Azure Active Directory Premium Plan 2	OVS-ES, School, EES, CSP	15
Desktop Education	Microsoft 365 Apps for enterprise and Windows 10 Education Upgrade	OVS-ES, School, EES (pre-2017)	40
Enterprise Mobility + Security A3/E3	Azure Active Directory Premium Plan 1, Advanced Threat Analytics, Microsoft Intune for Education	OVS-ES, EES, CSP	40
Enterprise Mobility + Security A5/E5	Enterprise Mobility + Security A3 Student Use Benefit, Microsoft Defender for Identity, Azure Active Directory Premium Plan 2, Microsoft Cloud App Security	OVS-ES, EES, CSP	40
Microsoft 365 Education A3	Office 365 A3 Student Use Benefit, Enterprise Mobility + Security A3 Student Use Benefit, Windows 10 Education A3 Student Use Benefit ² , Minecraft: Education Edition	EES, CSP	40
Microsoft 365 Education A5	Office 365 A5 Student Use Benefit, Enterprise Mobility + Security A5 Student Use Benefit, Windows 10 Education A3 Student Use Benefit, Minecraft: Education Edition	EES, CSP	40
Microsoft 365 A5 Security	Microsoft Defender for Office 365 Plan 1, Azure Active Directory Premium Plan 2	EES, CSP	40
Microsoft Intune for Education	Microsoft Intune for Education	OVS-ES, EES, CSP	15
Minecraft: Education Edition	Minecraft: Education Edition	EES	15
Microsoft Defender for Office 365 Plan 1 or Plan 2	Microsoft Defender for Office 365 Plan 1	OVS-ES, EES, CSP	15
Microsoft 365 Apps for enterprise	Microsoft 365 Apps for enterprise	OVS-ES, School, EES, CSP	15
Office 365 A3	Office 365 A1, Microsoft 365 Apps for enterprise, Office 365 Cloud App Security	OVS-ES, EES, CSP	40
Office 365 A5	Office 365 A3 Student Use Benefit, Microsoft Defender for Office 365 Plan 2	OVS-ES, EES, CSP	40
Office Professional Plus	Microsoft 365 Apps for enterprise	OVS-ES, School, EES (pre-2017)	15
Windows 10 Education A3 (Per User)	Windows 10 Education A3 (Per User) ²	CSP	40
Windows 10 Education A5 (Per User)	Windows 10 Education A3 (Per User) ²	CSP	40
Windows 10 Education E3 (Per User)	Windows 10 Education E3 (Per User) ²	EES (2017)	40
Windows 10 Education E5 (Per User)	Windows 10 Education E3 (Per User) ²	EES (2017)	40
Windows 10 Education E5 (Per Device)	Windows 10 Education E3 (Per Device) ²	OVS-ES, School	40

¹Licenses acquired through the Student Use Benefit are not eligible for Software Assurance Benefits.

²The Student Use Benefit includes rights to Windows 10 E3/A3 only.

Windows Desktop Operating System Limitations

Licenses acquired through the [Student Use Benefit](#) include rights to access Windows Virtual Desktop virtual machines (refer to the Windows Virtual Desktop section of the [Microsoft Azure Services Product entry](#)), but do not include any further Windows virtualization rights.

Mixed Education Platform Product (EPP) Scenarios

For Enrollment for Education Solutions (2018 version), a mix of Education Platform Products may be ordered to meet the organization-wide commitment as defined in the table below. The Qualifying Product for [Student Use Benefits](#) entitlement will be determined based on the lower plan or edition of the EPPs ordered, as shown in the table below, and will be based on the total number of [Education Qualified Users](#) covered.

Permitted Mixed EPP Scenarios	Qualifying Product for SUB
Microsoft 365 A3 and Microsoft 365 A5	Microsoft 365 A3
EMS E3 and EMS E5	EMS E3
Windows 10 Education E3 and Windows 10 Education E5	Windows 10 Education E3
Microsoft 365 Apps for enterprise and Office 365 A3 and/or Office 365 A5	Microsoft 365 Apps for enterprise
Office 365 A3 and Office 365 A5	Office 365 A3

Enrollment for Education Solutions (Pre 2017 Version) Program Availability

Qualifying products and requirements for the Enrollment for Education Solutions (pre 2017 versions) are defined in this section.

Qualification

Products	EES
Desktop Education (Professional or Enterprise)	ED,ST
Core CAL Suite (Device)	ED,ST
Enterprise CAL Suite (Device)	ED,ST
Office Professional Plus 2016	ED,ST
Windows 10 Education Upgrade (Per Device)	ED,ST
Windows 10 Education E5 (Per Device)	ED,ST

Requirements

- For Enrollment for Education Solutions (pre-2017 versions) Desktop Platform Products may be replaced by platform Online Services only at anniversary as described in the [Qualifying Online Services Pre-Requisite](#) table.
- Such platform Online Services licensed by Institution may not be less than the number of Desktop Platform Products being replaced.
- Platform Online Services may be added at any time during the enrollment term.

Qualifying Online Services Pre-Requisite

Qualifying Desktop Platform Products	Qualifying Online Service
Office Professional Plus 2016, and Desktop Core CAL or ECAL Suite (Device), and Windows 10 Education E5 (Per Device)	Microsoft 365 Education A3/A5 (User SL)
Office Professional Plus 2016 and Core CAL or ECAL Suite (Device)	Office 365 A3/A5 (User SL) and EMS E3/E5
Core CAL or ECAL Suite (Device)	Office 365 A3/A5
Office Professional Plus 2016	Microsoft 365 Apps for enterprise

[Table of Contents](#) / [Glossary](#) / [Index](#)

Index

- „, 68
- Access 2019, 22
- Advanced Communications, 70
- Advanced Threat Analytics 2016, 13
- Advanced Threat Analytics 2016 Client Management License per OSE, 13
- Advanced Threat Analytics 2016 Client Management License per User, 13
- AI Builder capacity add-on, 74
- Audio Conferencing, 70
- Audio Conferencing Extended Dial-out minutes to USA/CAN, 70
- Audio Conferencing for India Based E5 Users Add-on, 70
- Audio Conferencing for India Based Users, 70
- Azure Active Directory Premium Plan 1, 57
- Azure Active Directory Premium Plan 2, 57
- Azure Active Professional Direct Support*, 57
- Azure Active Standard Support*, 57
- Azure App Service Plan, 56
- Azure DevOps Server 2020 CAL, 40
- Azure DevOps Server 2020 with SQL Server Technology, 40
- Azure FXT Edge Filer, 14
- Azure FXT Edge Filer Add-on Subscription License, 14
- Azure FXT Edge Filer Subscription License, 14
- Azure Information Protection Premium Plan 1, 57
- Azure Information Protection Premium Plan 1 Add-on, 57
- Azure prepayment, 52
- Azure Security Center, 32
- Azure Site Recovery, 95
- Azure Site Recovery (to Customer Owned Site), 56
- Azure SQL Edge (per Device), 56
- Azure Stack Hub, 52
- Bing Maps Known 100 User (SL), 74
- Bing Maps Known 5K User (SL), 74
- Bing Maps Light Known 500 User (SL), 74
- Bing Maps Light Known 5K User (SL), 74
- Bing Maps Transactions 100K (SL), 74
- Bing Maps Transactions 10M (SL), 74
- Bing Maps Transactions 1M (SL), 74
- Bing Maps Transactions 2M (SL), 74
- Bing Maps Transactions 30M (SL), 74
- Bing Maps Transactions 500K (SL), 74
- Bing Maps Transactions 5M (SL), 74
- BizTalk Server, 94
- BizTalk Server 2016, 14
- BizTalk Server 2020 Branch Edition, 14
- BizTalk Server 2020 Branch IDC, 14
- BizTalk Server 2020 Enterprise Edition, 14
- BizTalk Server 2020 Standard Edition, 14
- BizTalk Server 2020 Standard Edition IDC, 14
- BizTalk Server Branch, 95
- BizTalk Server Enterprise, 95
- BizTalk Server Standard, 95
- Business Voice, 70
- Calling Plan, 70
- Chat for Dynamics 365 Customer Service (Dynamics 365 for Customer Service Chat), 65
- Chatbot Sessions, 65
- CIS Suite Datacenter, 94
- CIS Suite Standard, 94
- Common Area Phone, 70
- Communication Credits, 70
- Core CAL, 33, 90, 95
- Core CAL Suite, 15
- Core CAL Suite Bridge for Enterprise Mobility+ Security, 16
- Core CAL Suite Bridge for Microsoft Intune, 16
- Core CAL Suite Bridge for Office 365, 15
- Core CAL Suite Bridge for Office 365 and Microsoft Intune, 16
- Core CAL Suite Bridge for Office 365 From SA (User SL), 16
- Core Infrastructure Server Suite Datacenter, 95
- Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses), 17
- Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses), 17
- Core Infrastructure Server Suite Standard, 95
- Core Infrastructure Server Suite Standard (16-packs of Core Licenses), 17
- Core Infrastructure Server Suite Standard (2-packs of Core Licenses), 17
- Data Loss Prevention, 25
- Dataverse, 75
- Dataverse, 65
- Dataverse for Apps Database Capacity, 65, 75
- Dynamics 365 - Additional Customer Engagement Database Storage, 65
- Dynamics 365 - Additional Customer Engagement Portal, 65
- Dynamics 365 - Additional Customer Engagement Portal Page Views, 65
- Dynamics 365 - Additional Customer Engagement Production/Non-Production Instance, 65
- Dynamics 365 - Additional Customer Engagement Social Posts, 65
- Dynamics 365 Additional Asset Management, 65
- Dynamics 365 Business Central Device, 64
- Dynamics 365 Business Central Premium/Essentials/Team Member, 64
- Dynamics 365 Business Central Premium/Team Members Cloud Add-on, 64
- Dynamics 365 Call Intelligence, 65
- Dynamics 365 Chat Session Add-On for Virtual Agent, 65
- Dynamics 365 Commerce, 65
- Dynamics 365 Commerce Add-on, 65
- Dynamics 365 Commerce From SA, 65
- Dynamics 365 Commerce Ratings and Reviews, 64
- Dynamics 365 Commerce Recommendations, 64
- Dynamics 365 Commerce Scale Unit - Cloud, 64

Dynamics 365 Customer Insights, 64
 Dynamics 365 Customer Insights Additional Profiles, 64
 Dynamics 365 Customer Service, 20
 Dynamics 365 Customer Service Chat, 65
 Dynamics 365 Customer Service Chat Capacity, 65
 Dynamics 365 Customer Service Enterprise, 64
 Dynamics 365 Customer Service Insights, 64
 Dynamics 365 Customer Service Insights Additional Cases, 64
 Dynamics 365 Customer Service On-premises CAL, 20
 Dynamics 365 Customer Service On-premises CAL, 19
 Dynamics 365 Customer Service Professional, 64
 Dynamics 365 Customer Voice, 65
 Dynamics 365 Customer Voice – Additional Responses, 65
 Dynamics 365 Digital Messaging, 65
 Dynamics 365 eCommerce Tier, 64
 Dynamics 365 eCommerce Tier Overage, 64
 Dynamics 365 Field Service, 64
 Dynamics 365 Field Service Contractor, 65
 Dynamics 365 Finance, 20, 64
 Dynamics 365 Finance Add-on, 64
 Dynamics 365 Finance From-SA, 64
 Dynamics 365 for Field Service - Resource Scheduling Optimization, 65
 Dynamics 365 Fraud Protection, 65
 Dynamics 365 Fraud Protection Additional Assessments, 65
 Dynamics 365 Guides, 65
 Dynamics 365 Human Resources, 64
 Dynamics 365 Human Resources from SA, 64
 Dynamics 365 Human Resources Sandbox, 64
 Dynamics 365 Human Resources Self Service, 64
 Dynamics 365 IoT Intelligence Additional Machines, 64
 Dynamics 365 IoT Intelligence Scenario, 64
 Dynamics 365 Layout, 65
 Dynamics 365 Marketing, 64
 Dynamics 365 Marketing Additional Contacts, 64
 Dynamics 365 Marketing Additional Non-Production Application, 64
 Dynamics 365 Operations Activity, 20, 64
 Dynamics 365 Operations Activity Add-on, 64
 Dynamics 365 Operations Activity From SA, 64
 Dynamics 365 Operations Activity On-premises CAL, 20
 Dynamics 365 Operations Activity On-premises CAL, 20
 Dynamics 365 Operations Device, 20, 64
 Dynamics 365 Operations Device Add-on, 64
 Dynamics 365 Operations Device From SA, 64
 Dynamics 365 Operations Device On-premises CAL, 20
 Dynamics 365 Operations On-premises CAL, 19, 20
 Dynamics 365 Operations Order Lines, 64
 Dynamics 365 Operations Server, 20, 89
 Dynamics 365 Pro Direct Support, 65
 Dynamics 365 Project Operations, 65
 Dynamics 365 Remote Assist, 65
 Dynamics 365 Sales, 20
 Dynamics 365 Sales Enterprise, 65
 Dynamics 365 Sales Insights, 65
 Dynamics 365 Sales On-premises CAL, 19, 20
 Dynamics 365 Sales Premium, 65
 Dynamics 365 Sales Professional, 65
 Dynamics 365 Supply Chain Management, 20
 Dynamics 365 Supply Chain Management, 64
 Dynamics 365 Supply Chain Management Add-on, 64
 Dynamics 365 Supply Chain Management From-SA, 64
 Dynamics 365 Team Members, 20, 65
 Dynamics 365 Team Members Add-on, 65
 Dynamics 365 Team Members From SA, 65
 Dynamics 365 Team Members On-premises CAL, 19, 20
 Dynamics 365 Unified Operations – Additional Database Capacity, 65
 Dynamics 365 Unified Operations – Additional File Capacity, 65
 Dynamics 365 Unified Operations Plan - Additional Database Storage, 65
 Dynamics 365 Unified Operations Plan - Additional File Storage, 65
 Dynamics 365 Unified Operations Plan - Sandbox Tiers 1-5, 65
 Dynamics 365 Virtual Agent for Customer Service, 65
 Dynamics AX 2012 R2, 20
 Dynamics AX 2012 R3, 20
 Dynamics CRM 2015, 20
 Dynamics CRM 2016, 20
 Enterprise CAL, 33, 90, 95
 Enterprise CAL Bridge for Enterprise Mobility + Security, 16
 Enterprise CAL Bridge for Enterprise Mobility + Security From SA, 16
 Enterprise CAL Suite, 16
 Enterprise CAL Suite Bridge for Microsoft Intune, 16
 Enterprise CAL Suite Bridge for Office 365, 16
 Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune, 16
 Enterprise CAL Suite Bridge for Office 365 From SA, 16
 Enterprise Mobility + Security A3, 61
 Enterprise Mobility + Security A3 Add-on, 61
 Enterprise Mobility + Security A5, 61
 Enterprise Mobility + Security A5 Add-on, 61
 Enterprise Mobility + Security E3, 16, 61
 Enterprise Mobility + Security E3 Add-on, 61
 Enterprise Mobility + Security E3 From SA, 61
 Enterprise Mobility + Security E5, 16
 Enterprise Mobility + Security E5, 61
 Enterprise Mobility + Security E5 Add-on, 61
 Enterprise Mobility + Security E5 From SA, 61
 Excel 2019, 22
 Excel 2019 for Mac, 23
 Exchange Online Archiving for Exchange Online, 71
 Exchange Online Archiving for Exchange Server, 71
 Exchange Online Kiosk, 71
 Exchange Online Plan 1, 71
 Exchange Online Plan 1 Add-on, 71
 Exchange Online Plan 1A for Alumni, 71
 Exchange Online Plan 2, 71
 Exchange Online Protection, 25, 71
 Exchange Online Voice Mail Service, 25
 Exchange Server, 59, 61
 Exchange Server 2016, 25
 Exchange Server Enterprise, 95
 Exchange Server Enterprise 2019, 24
 Exchange Server Enterprise 2019 CAL, 25
 Exchange Server Standard, 95
 Exchange Server Standard 2019, 25
 Exchange Server Standard 2019 CAL, 25

Experts on Demand (SL), 58
 Extra Graph Connector Capacity (SL), 58
 for Apps File Capacity, 75
 for Apps File Capacity, 65
 for Apps Log Capacity, 75
 for Apps Log Capacity, 65
 Forefront Identity Manager 2010 - Windows Live Edition, 19
 Forefront Identity Manager 2010 R2, 21, 50
 Forefront Identity Manager 2010 R2 - Windows Live Edition, 19
 Forefront TMG Enterprise, 95
 Forefront TMG Standard, 95
 Forefront United Access Gateway 2010, 17
 GitHub Actions, 76
 GitHub Advanced Security, 76
 GitHub AE (GHEM), 76
 GitHub Engineering Direct, 76
 GitHub Enterprise, 76
 GitHub Enterprise for Visual Studio Enterprise, 80
 GitHub Enterprise for Visual Studio Professional, 80
 GitHub Insights, 76
 GitHub Learning Lab for Organizations, 76
 GitHub One, 76
 GitHub Packages, 76
 HPC Pack, 50
 Hyper-V Container, 85
 Import Service for Office 365, 71
 Intune, 33
 Intune, 34
 Intune for Devices, 34
 Intune for EDU, 34
 IoT Suite Predictive Maintenance Plan 1, 56
 IoT Suite Predictive Maintenance Plan 2, 56
 IoT Suite Remote Monitoring Plan 1, 56
 IoT Suite Remote Monitoring Plan 2, 56
 M365 E5 Security, 34
 macOS, 42
 Microsoft 365 A5 Compliance, 58
 Microsoft 365 A5 eDiscovery and Audit, 58
 Microsoft 365 A5 Information Protection and Governance, 58
 Microsoft 365 A5 Insider Risk Management, 58
 Microsoft 365 A5 Security, 58
 Microsoft 365 Apps for business (User SL), 67
 Microsoft 365 Apps for enterprise, 68
 Microsoft 365 Apps for enterprise From SA, 68
 Microsoft 365 Business Basic, 58
 Microsoft 365 Business Premium, 58
 Microsoft 365 Business Standard, 58
 Microsoft 365 E3 – Unattended License, 58
 Microsoft 365 E3/E5, 58
 Microsoft 365 E3/E5 Add-on, 58
 Microsoft 365 E3/E5 From SA, 58
 Microsoft 365 E5 Compliance, 58
 Microsoft 365 E5 eDiscovery and Audit, 58
 Microsoft 365 E5 Information Protection and Governance, 58
 Microsoft 365 E5 Insider Risk Management, 58
 Microsoft 365 E5 Security, 58
 Microsoft 365 E5 with calling minutes, 58
 Microsoft 365 Education A1, 58
 Microsoft 365 Education A3, 58
 Microsoft 365 Education A3 – Unattended License, 58
 Microsoft 365 Education A3 with Core CAL, 58
 Microsoft 365 Education A5, 58
 Microsoft 365 Education A5 with calling minutes, 58
 Microsoft 365 F1/F3, 58
 Microsoft 365 F3, 33
 Microsoft 365 F3, 13
 Microsoft Azure Services, 95, 96
 Microsoft Azure Services, 97
 Microsoft Azure Services*, 56
 Microsoft Azure StorSimple Plan 8100 Renewal, 56
 Microsoft Azure StorSimple Plan 8600 Renewal (no device), 56
 Microsoft Azure StorSimple Plan with Device (8100 device), 56
 Microsoft Azure StorSimple Plan with Device (8600 device), 56
 Microsoft Azure StorSimple Premium Support, 57
 Microsoft Azure StorSimple Standard Support, 57
 Microsoft Azure StorSimple Standard Support to Premium Support, 57
 Microsoft Cloud App Security, 77
 Microsoft Cloud Healthcare Add-on, 78
 Microsoft Defender for Endpoint, 32, 45
 Microsoft Defender for Endpoint (server), 77
 Microsoft Defender for Endpoint (SL), 41
 Microsoft Defender for Identity, 13, 57
 Microsoft Defender for Identity Client Management License Add-on, 57
 Microsoft Defender for Office 365 Plan 1, 71
 Microsoft Defender for Office 365 Plan 2, 71
 Microsoft Dynamics 365 Customer Service CAL, 89
 Microsoft Dynamics 365 Customer Service On-premises CAL, 95
 Microsoft Dynamics 365 Operations Activity CAL, 89
 Microsoft Dynamics 365 Operations Activity On-premises CAL, 95
 Microsoft Dynamics 365 Operations CAL, 89
 Microsoft Dynamics 365 Operations On-premises CAL, 95
 Microsoft Dynamics 365 Sales CAL, 89
 Microsoft Dynamics 365 Sales On-premises CAL, 95
 Microsoft Dynamics 365 Team Members On-premises CAL, 95
 Microsoft Dynamics AX Enterprise CAL, 89
 Microsoft Dynamics AX Functional CAL, 89
 Microsoft Dynamics AX Standard Commerce Core Server, 90
 Microsoft Dynamics AX Store Server, 89
 Microsoft Dynamics AX Task CAL, 89
 Microsoft Dynamics CRM Server 2013, 89
 Microsoft Dynamics CRM Server 2015, 89
 Microsoft Endpoint Configuration Manager Client Management License, 32
 Microsoft Graph data connect for ISVs, 78
 Microsoft Identity Manager 2016 CAL, 21
 Microsoft Identity Manager 2016 External Connector, 21
 Microsoft Intune, 16, 33, 78
 Microsoft Intune Add-on, 78
 Microsoft Intune for Devices, 33, 78
 Microsoft Intune for EDU, 78
 Microsoft Intune for EDU Add-on, 78
 Microsoft Intune User SL Add-on Extra Storage 1 GB, 78

Microsoft Learning Imagine Academy, 79
 Microsoft Learning MCP 1 Exam Vouchers, 79
 Microsoft Learning MCP 30 Exam Vouchers, 79
 Microsoft Learning MOS/MCE Certification 125 Exam Site License, 79
 Microsoft Learning MOS/MTA/MCE Certification 500 Exam Site License, 79
 Microsoft Learning MTA/MCA Certification 125 Exam Site License, 79
 Microsoft Project Plan 1, 69
 Microsoft Relationship Sales solution/Plus, 65
 Microsoft Stream, 71
 Microsoft Stream Storage Add-on, 71
 Microsoft Translator API, 56
 Minecraft
 Education Edition, 80
 Mobile Asset Management Distance Matrix Per Asset Automatic, 74
 Mobile Asset Management Distance Matrix Per Asset Manual, 74
 Mobile Asset Management Drive Analytics Per Asset, 74
 Mobile Asset Management Per Asset (SL), 74
 Mobile Asset Management Platform (SL), 74
 Mobile Asset Management Truck Routing Per Asset, 74
 MSDN Platforms, 38
 Office 2016, 22
 Office 2019 for Mac Standard, 24
 Office 365 A1, 68
 Office 365 A3, 68
 Office 365 A5, 68
 Office 365 A5 Add-on, 68
 Office 365 A5 with calling minutes, 68
 Office 365 Data Loss Prevention, 71
 Office 365 E1, 16
 Office 365 E1 and E3, 68
 Office 365 E1 and E3 Add-on, 68
 Office 365 E1 and E3 From SA, 68
 Office 365 E1 and Microsoft Intune, 16
 Office 365 E3, 16
 Office 365 E3 and Microsoft Intune, 16
 Office 365 E3 without Apps for enterprise Add-on, 69
 Office 365 E5, 16, 68
 Office 365 E5 Add-on, 69
 Office 365 E5 and Microsoft Intune, 16
 Office 365 E5 From SA, 69
 Office 365 E5 with calling minutes, 69
 Office 365 Extra File Storage 1 GB, 72
 Office 365 F3, 69
 Office 365 Multi-Geo Add-on, 69
 Office for Mac 2016, 24
 Office for Mac Standard, 89
 Office for the web, 89
 Office Home & Student 2013 RT Commercial Use, 22
 Office Multi Language Pack 2013, 22
 Office Professional Plus, 68, 89, 95
 Office Professional Plus 2013, 68
 Office Professional Plus 2019, 22
 Office Professional Plus 2019 or Microsoft 365 Apps for enterprise, 39
 Office Standard, 68, 89, 95
 Office Standard 2019, 22
 OneDrive for Business Plan 1 and 2, 72
 Outlook 2019, 22
 Outlook 2019 for Mac, 24
 Phone System, 70
 Phone System From SA, 70
 Power Apps & Power Automate capacity add-on, 75
 Power Apps per app plan, 75
 Power Apps per user plan (User SL), 75
 Power Apps Portals login capacity add-on, 75
 Power Apps Portals page view capacity add-on, 75
 Power Automate per flow plan, 74
 Power Automate per user, 74
 Power Automate per user with attended RPA plan, 74
 Power Automate unattended RPA Add-on, 74
 Power BI Premium EM1, 75
 Power BI Premium EM1 A, 75
 Power BI Premium EM2, 75
 Power BI Premium EM2 A, 75
 Power BI Premium EM3, 75
 Power BI Premium EM3 A, 75
 Power BI Premium P1, 75
 Power BI Premium P2, 75
 Power BI Premium P3, 75
 Power BI Premium P4, 75
 Power BI Premium P5, 75
 Power BI Premium Promo, 75
 Power BI Pro, 75
 Power BI Pro A, 75
 Power BI Report Server, 31
 Power Platform, 69
 Power Virtual Agents, 75
 PowerPoint 2019, 22
 PowerPoint 2019 for Mac, 24
 Premium Messaging, 69
 Project 2019 Professional, 26
 Project Essentials, 72
 Project Essentials Add-on, 72
 Project Essentials User SL, 26
 Project Plan 1, 72
 Project Plan 1 Add-on, 72
 Project Plan 1 User SL, 26
 Project Plan 3, 72
 Project Plan 3 Add-on, 72
 Project Plan 3 From SA, 72
 Project Plan 3 User SL, 26
 Project Plan 5, 72
 Project Plan 5 Add-on, 72
 Project Plan 5 From SA, 72
 Project Plan 5 User SL, 26
 Project Professional, 95
 Project Professional 2019, 22
 Project Server 2016, 26
 Project Server 2019, 25
 Project Server 2019 CAL, 25, 26
 Project Standard, 89, 95
 Project Standard 2019, 22

[Publisher 2019, 22](#)
[Remote Work Starter Plan, 72](#)
[SharePoint Online, 89](#)
[SharePoint Online \(Plan 1/2\), 26](#)
[SharePoint Online Plan 1 Add-on, 72](#)
[SharePoint Online Plan 1 and 2, 72](#)
[SharePoint Server, 59, 61, 94](#)
[SharePoint Server 2016, 26](#)
[SharePoint Server 2019, 26](#)
[SharePoint Server 2019 Enterprise CAL, 26](#)
[SharePoint Server 2019 Standard CAL, 26](#)
[SharePoint Syntex \(User SL\), 58](#)
[Skype for Business 2019, 22](#)
[Skype for Business for Mac 2019, 23](#)
[Skype for Business Plus CAL, 27](#)
[Skype for Business Plus CAL Add-on for Microsoft 365 E3 \(User SL\), 58](#)
[Skype for Business Server, 59, 61](#)
[Skype for Business Server 2015, 27](#)
[Skype for Business Server 2019, 27](#)
[Skype for Business Server 2019 Enterprise CAL, 27, 28](#)
[Skype for Business Server 2019 Plus CAL, 27](#)
[Skype for Business Server 2019 Standard CAL, 27](#)
[Skype for Business Server 2019 Standard CAL, 27](#)
[SQL Parallel Data Warehouse, 90](#)
[SQL Server, 94](#)
[SQL Server 2017, 28, 87](#)
[SQL Server 2019 CAL, 28](#)
[SQL Server 2019 Enterprise, 28](#)
[SQL Server 2019 Enterprise Core, 28](#)
[SQL Server 2019 Standard, 28](#)
[SQL Server 2019 Standard Core, 28](#)
[SQL Server Big Data Node, 30](#)
[SQL Server Big Data Node \(2 pack of Core Licenses\), 61](#)
[SQL Server Big Data Node \(BDN\)\(2-packs of Core Licenses\), 28](#)
[SQL Server Business Intelligence, 90](#)
[SQL Server Data Center, 90](#)
[SQL Server Enterprise, 90](#)
[SQL Server Enterprise \(Server/CAL\), 29](#)
[SQL Server Enterprise Core, 95](#)
[SQL Server Enterprise Core \(2 pack of Core Licenses\), 61](#)
[SQL Server ESU \(Standard and Enterprise, Server and Core\), 28](#)
[SQL Server Standard, 89](#)
[SQL Server Standard \(2 pack of Core Licenses\), 61](#)
[SQL Server Standard Core, 95](#)
[System Center 2012 Datacenter Server Management License, 90](#)
[System Center 2012 R2 Datacenter, 97](#)
[System Center 2012 R2 Endpoint Protection, 34](#)
[System Center 2012 R2 Standard, 97](#)
[System Center 2012 Standard Server Management License, 89](#)
[System Center 2016, 31](#)
[System Center 2019 Data Protection Manager, 33](#)
[System Center 2019 Datacenter, 97](#)
[System Center 2019 Datacenter Server Management License \(16-packs of Core Licenses\), 31](#)
[System Center 2019 Datacenter Server Management License \(2-packs of Core Licenses\), 31](#)
[System Center 2019 Operations Manager, 35](#)
[System Center 2019 Orchestrator, 36](#)
[System Center 2019 Service Manager, 37](#)
[System Center 2019 Standard, 97](#)
[System Center 2019 Standard Server Management License \(16-packs of Core Licenses\), 31](#)
[System Center 2019 Standard Server Management License \(2-packs of Core Licenses\), 31](#)
[System Center Configuration Manager, 32, 33](#)
[System Center Datacenter, 94, 95](#)
[System Center Datacenter \(2-packs of Core Licenses\), 19](#)
[System Center Endpoint Protection, 34](#)
[System Center Endpoint Protection 1606, 34](#)
[System Center Standard, 94, 95](#)
[System Center Standard \(2-packs of Core Licenses\), 18](#)
[Teams Rooms Premium, 70](#)
[Teams Rooms Standard, 70](#)
[VDA Add-on for M365 E3/E5 \(User SL\), 58](#)
[VDI, 37](#)
[Visio 2019 Professional, 22](#)
[Visio 2019 Standard, 22](#)
[Visio Online Plan 1, 73](#)
[Visio Online Plan 1 and 2 From SA, 73](#)
[Visio Online Plan 2, 73](#)
[Visio Online Plan 2 Add-on, 73](#)
[Visio Professional, 95](#)
[Visio Standard, 89, 95](#)
[Visual Studio 2017, 38](#)
[Visual Studio Enterprise 2019 Subscription, 38](#)
[Visual Studio Enterprise Subscription, 90, 95](#)
[Visual Studio Enterprise with GitHub Enterprise, 80](#)
[Visual Studio Professional 2019, 38](#)
[Visual Studio Professional 2019 Subscription, 38](#)
[Visual Studio Professional Subscription, 89, 95](#)
[Visual Studio Professional with GitHub Enterprise, 80](#)
[Visual Studio Test Professional 2019 Subscription, 38](#)
[Visual Studio Test Professional Subscription, 89, 95](#)
[Window VDA E5, 34](#)
[Windows 10, 42](#)
[Windows 10 Education, 41](#)
[Windows 10 Education E3, 41](#)
[Windows 10 Education E5, 34, 41](#)
[Windows 10 Enterprise \(Per Device\), 41](#)
[Windows 10 Enterprise A3, 41](#)
[Windows 10 Enterprise A5, 41](#)
[Windows 10 Enterprise E3, 41](#)
[Windows 10 Enterprise E3 From SA, 41](#)
[Windows 10 Enterprise E3 Per User Add-on \(to Enterprise per device\), 41](#)
[Windows 10 Enterprise E5, 41](#)
[Windows 10 Enterprise E5 and A5, 34](#)
[Windows 10 Enterprise E5 From SA, 41](#)
[Windows 10 Enterprise E5 Per User Add-on \(to Enterprise per device\) \(SL\), 41](#)
[Windows 10 Enterprise LTSC 2016, 41](#)
[Windows 10 Enterprise LTSC 2019 \(Per Device\), 41](#)
[Windows 10 Home to Pro Right Licensing, 41](#)

Windows 10 Home to Pro Upgrade for Microsoft 365 Business Premium, 41

Windows 10 IoT Enterprise, 42

Windows 10 IoT Enterprise for Retail or Thin Clients, 43

Windows 10 Pro, 41

Windows 2000 Professional for Embedded Systems, 42

Windows 7, 42

Windows 7 ESU 2020 (Per Device), 41

Windows 7 ESU 2020 for M365 (Per Device), 41

Windows 7 Professional/Ultimate for Embedded Systems, 42

Windows 8.1 Enterprise Sideload (Per Device), 41

Windows 8/8.1, 42

Windows Companion Subscription, 46

Windows Embedded 8 and 8.1 Industry Retail, 43

Windows Embedded 8 Standard, 43

Windows Embedded 8 Standard Enterprise Kit (100 Pack), 41

Windows Embedded 8.1 Industry, 41

Windows Embedded 8/8.1 Pro, Industry Pro, 42

Windows Embedded for Point of Service, 43

Windows Embedded POSReady 2009, 43

Windows Embedded POSReady 7, 43

Windows Embedded POSReady 7 Pro, 43

Windows Embedded Standard 2009, 43

Windows Embedded Standard 7, 43

Windows HPC Server, 50

Windows MultiPoint Server 2012, 47

Windows MultiPoint Server 2016 Premium, 47

Windows Server, 95

Windows Server 2016, 49

Windows Server 2019 Active Directory Rights Management Services CAL, 48

Windows Server 2019 Active Directory Rights Management Services External Connector, 48

Windows Server 2019 CAL, 47, 48

Windows Server 2019 Datacenter (16-packs of Core Licenses), 48

Windows Server 2019 Datacenter (2-packs of Core Licenses), 48

Windows Server 2019 Essentials, 48

Windows Server 2019 External Connector, 48

Windows Server 2019 Remote Desktop Services CAL, 48

Windows Server 2019 Remote Desktop Services External Connector, 48

Windows Server 2019 Standard (16-packs of Core Licenses), 48

Windows Server 2019 Standard (2-packs of Core Licenses), 48

Windows Server Active Directory Rights Management Services CAL, 61

Windows Server CAL, 61

Windows Server Container, 85

Windows Server Datacenter, 90, 94, 95

Windows Server Datacenter (2-packs of Core Licenses), 19

Windows Server Enterprise, 50, 90

Windows Server ESU (Standard and Datacenter), 48

Windows Server for Itanium Based Systems, 50

Windows Server HPC Edition, 50

Windows Server Remote Desktop Services CAL (User), 61

Windows Server Standard, 89, 94, 95

Windows Server Standard (2-packs of Core Licenses), 18

Windows Server Standard (8 pack of Core Licenses), 61

Windows Small Business Server, 50

Windows VDA E3, 41

Windows VDA E5, 41

Windows VDA per device, 41

Windows Vista, 42

Windows Vista Business/Ultimate for Embedded Systems, 42

Windows XP, 42

Windows XP Embedded, 43

Windows XP Professional for Embedded Systems, 42

Word 2019, 22

Word 2019 for Mac, 24

Work at Home for Mac 2019, 24

Work at Home for Office Professional Plus 2019, 22

Work at Home for Office Standard 2019, 22

Workplace Analytics, 73