Volume
Licensing

Product Terms
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Microsoft

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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

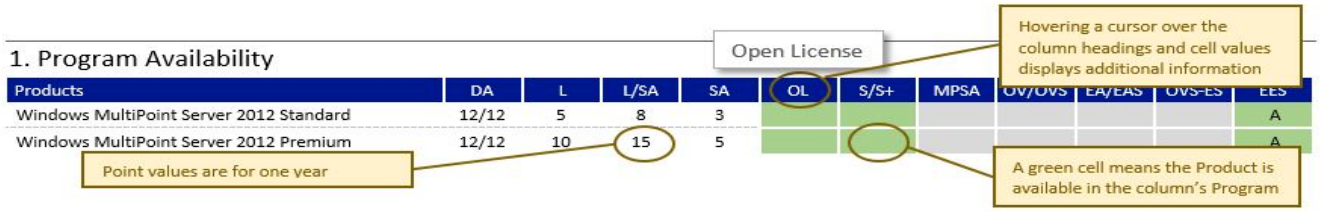
The Product Terms includes the following sections:

- 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 Terms, which provided additional terms for Storage Array 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

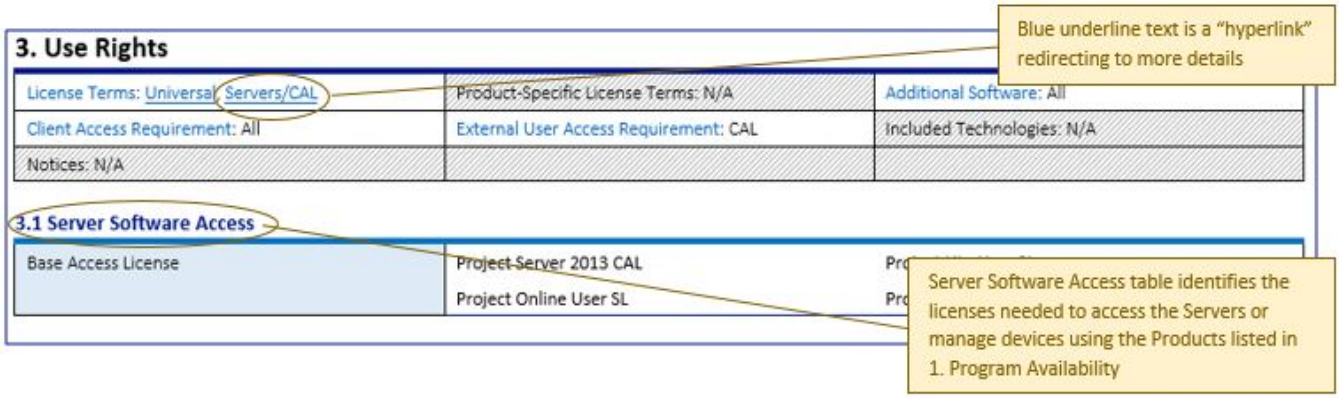
Each Software Product Entry includes four sections: Program Availability, Product Conditions, Use Rights, and Software Assurance.
Each Online Services Product Entry includes two sections: Program Availability and Product Conditions.

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



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

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 "Product 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.



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

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
Microsoft Dynamics 365 Business Central Essentials (User SL)	Windows 10 S to Windows 10 Pro Switch (Per Device)
Microsoft Dynamics 365 Business Central Premium (User SL)	
Microsoft Dynamics 365 Business Central Team Member (User SL)	
Microsoft Dynamics 365 for Marketing (SL)	
Microsoft Dynamics 365 for Sales Professional (User SL)	
Microsoft 365 for Marketing Additional Contacts	
Multi-Geo Capabilities in Office 365 Add-on	

Software

System Center Service Manager: Added Microsoft Identity Manager 2016 CAL (User) to the Management License table as an ML Equivalent. This provides customers the right to use System Center 2016 Service Manager to manage users assigned Microsoft Identity Manager 2016 CALs.

Online Services

Microsoft Dynamics 365 Services: Added terms outlining the renewal option for Microsoft Dynamics 365 for Finance and Operations, Business edition customers. Also added terms outlining the prerequisites for Microsoft Dynamics 365 for Marketing Attach.
Office 365 Applications: Added terms to support a new offer, Multi-Geo Capabilities in Office 365 Add-on, providing customers the ability to reassign datacenter locations for certain users licensed with the Add-on.

Bing Maps: Added language to clarify that 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 Public Website Usage Add-on SL or Bing Maps Internal Website Usage Add-on 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.

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License Terms

All instances of the “Product 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 “Product 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 third parties, 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.

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. Different terms apply to the reassignment of Windows desktop operating system per device licenses and SA coverage, 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 privacy statement available in each software Product.

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 Bing Maps 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.

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. This does not apply to Windows Server.

15. Multiplexing

Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required Licenses.

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

The software may include code that Customer is permitted to distribute in programs it develops if it complies with the terms below.

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 Terms and (b) in the European Union General Data Protection Regulation Terms in Attachment 4 of the Online Services Terms.

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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.

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 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 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.

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.
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 Platform Services

1. The Licensed User may run the Software on Microsoft Azure Platform 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 Platform Services.

Additional Requirements

To run Software on Microsoft Azure Platform 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.

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 F1 (User SL)	Azure Advanced Threat Protection for Users (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	

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BizTalk

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
BizTalk Server 2016 Branch Edition	12/16	25	38	13	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Branch IDC	12/16										
BizTalk Server 2016 Enterprise Edition	12/16	200	300	100	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Standard Edition	12/16	50	75	25	OM			OM, P	A,SP	A	A
BizTalk Server 2016 Standard Edition IDC	12/16										

2. Product Conditions

Prior Version: BizTalk Server 2013 R2 (6/14)	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 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 2013 R2 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.

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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	SD,S
Core CAL Suite Bridge for Office 365 (User SL)								P	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	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: 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: 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 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. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated prior to July 2011, purchase and use of the Online Services included with Enterprise CAL Suite is governed by the Supplemental Terms for Online Services used with Software – Legacy Agreements in Appendix A – Program Agreement Supplemental Terms in the June 2015 Product List at http://go.microsoft.com/?linkid=9839207.

2.4 CAL Suite Bridge for O365, for O365 & Intune, and for Intune

2.4.1 CAL Suite Bridges Requirements

A CAL Suite Bridge may be required when replacing a CAL Suite with a comparable software and Online Service combination. 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.

A CAL Suite Bridge is an Enterprise Product, and may only be licensed in conjunction with its qualifying Online Service to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Services
Core CAL Suite Bridge for Office 365	Core CAL Suite	Office 365 Enterprise E1, or Office 365 Enterprise E3, or Office 365 Enterprise E5

Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 Enterprise E1 and Microsoft Intune, or Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise 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 Enterprise E3, or Office 365 Enterprise E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 Enterprise E3 and Microsoft Intune, or Office 365 Enterprise 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

2.4.2 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		

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

For qualifying customers, Microsoft 365 or a combination of Office 365 and Enterprise Mobility + Security provides access rights to the component service of Exchange Online Archiving for Exchange Server. “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.

Qualifying Customers licensed for Microsoft 365 or the combination of Office 365 and Enterprise Mobility + Security have the same access to Exchange Online Archiving for Exchange Server as Enterprise CAL Suite provided.

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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 2016	Roaming Rights: N/A
Self Hosting: N/A	SA Equivalent Rights: Yes	

4.1 Microsoft Azure Hybrid Benefit for Windows Server
Refer to Section 7. 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. For product licensing purposes, Nano Server released with Windows Server 2016 is considered a Semi-Annual Channel release.

4.3 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 System Center 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.

4.7 Use Rights and License Grants Associated with Change in Licensing Model – Eligible License

The term, "Eligible License," as defined in the Migration Rights for Core Infrastructure Suite published in the October 2016 Product Terms, is updated to additionally include Core Infrastructure Suite processor Licenses with SA obtained by Customer as of December 31, 2016 under a new or renewal Enrollment with an Effective Date between October 1, 2016 and December 31, 2016.

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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	

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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
Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Microsoft Dynamics 365 for Sales On-premises CAL (Device and User)	12/16	(1)	2	1	OM			OM, P	A	A	A,ST
Microsoft Dynamics 365 for Operations On-premises CAL (User)	6/17	(50)							A		A
Microsoft Dynamics 365 for Operations Activity On-premises CAL (User)	6/17	(15)							A		A
Microsoft Dynamics 365 for Operations Device On-premises CAL (Device)	6/17	(10)							A		A
Microsoft Dynamics 365 for Operations Server	6/17	(50)							A		A

2. Product Conditions

Prior Version: Microsoft Dynamics CRM 2016 (12/15), Microsoft Dynamics CRM 2015 (12/14), Microsoft Dynamics AX 2012 R3 (5/14), Microsoft 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 Microsoft Dynamics 365 Clients; or (iii) Licensed with Operations Server	Included Technologies: N/A
Notices: Internet-based Features, Bing Maps		

3.1 Microsoft Dynamics 365 for Team Members On-premises CAL Server Software Access

Access to server software for Team Members' use, except that Device CALs do not include access to operations functionality.

Access License	Microsoft Dynamics 365 for Team Members On-premises CAL (Device and User)	Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)

3.2 Microsoft Dynamics 365 for Sales On-premises CAL Server Software Access

Access to server software for Sales use.

Access License	Microsoft Dynamics 365 for Sales On-premises CAL (Device and User) CAL Equivalent License (see Appendix A)	Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)

3.3 Microsoft Dynamics 365 for Customer Service On-premises CAL Server Software Access

Access to server software for Customer Service use.

Access License	Microsoft Dynamics 365 for Customer Service On-premises CAL (Device and User)	Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)

	CAL Equivalent License (see Appendix A)	

3.4 Microsoft Dynamics 365 for Operations On-premises CAL Server Software Access

Access to server software for Operations use.

Access License	Microsoft Dynamics 365 for Operations On-premises CAL (User)	CAL Equivalent License (see Appendix A)

3.5 Microsoft Dynamics 365 for Operations Activity On-premises CAL Server Software Access

Access to server software for Operations Activity use.

Access License	Microsoft Dynamics 365 for Operations Activity On-premises CAL (User)	Microsoft Dynamics 365 for Operations Activity, Enterprise edition (User SL)

3.6 Microsoft Dynamics 365 for Operations Device On-premises CAL Server Software Access

Access to server software for Operations Device use.

Access License	Microsoft Dynamics 365 for Operations Device On-premises CAL (Device)	Microsoft Dynamics 365 for Operations Device, Enterprise edition (User SL)

3.7 Use rights for Dynamics 365 for Operations Servers

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

3.8 Use rights for Dynamics 365 On-Premises

3.8.1 Server Use Rights for Dynamics 365 CALs

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

3.8.2 Eligibility for Qualified Offers

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

3.6 Additional Software

MarketingPilot Connector for Microsoft Dynamics CRM (Workgroup Server 2016 only)	Microsoft Dynamics CRM 2016 Best Practices Analyzer	Microsoft Dynamics CRM 2016 Microsoft Office Outlook
Microsoft Dynamics CRM 2016 Multilingual User Interface (MUI)	Microsoft Dynamics CRM 2016 Report Authoring Extensions	Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016
Microsoft Dynamics CRM for supported devices	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016	Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM (not Workgroup Server)
Microsoft SharePoint Grid for Microsoft Dynamics CRM 2016		

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 Server Use Rights

Customer may use Microsoft Dynamics CRM Server 2016 or any previous versions of the server software in place of Microsoft Dynamics 365 Server. Customer may use Microsoft Dynamics AX 2012 R3 or any previous versions of the server software in place of Microsoft Dynamics 365 for Operations Server. Customers with Software Assurance on Microsoft Dynamics 365 On-premises CALs may use new versions of Microsoft Dynamics 365 On-premises Server acquired with purchase of CALs or Dynamics 365 Services USLs.

4.2 Dynamics 365 for Operations Server Rights

Dynamics 365 for Operations Server may only be used by Customers that have active SA or equivalent license. Customers who 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 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.

4.4 Unified Service Desk (USD)

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

4.5 Microsoft Dynamics CustomerSource

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

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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	

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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
Access 2016	10/15	1	2	1				P			
Excel 2016	10/15	1	2	1				P			
Office Standard 2016	10/15	2	3	1				P			
Office Professional Plus 2016	10/15	2(1)	4	2				E, P	E	ED	SD, S
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 2016	10/15	1	2	1				P			

PowerPoint 2016	10/15	1	2	1				P			
Project Standard 2016	10/15	2	4	2				P	A		
Project Professional 2016	10/15	4(1)	6	2				P	A	A	A, AO,ST
Publisher 2016	10/15	1	2	1				P			
Skype for Business 2016	10/15	1	2	1				P	A	A	A, AO,ST
Visio 2016 Standard	10/15	1	2	1				P	A	A	A, AO,ST
Visio 2016 Professional	10/15	2(1)	3	1				P	A	A	A, AO,ST
Word 2016	10/15	1	2	1				P			
Work at Home for Office Standard 2016	10/15	2							A		
Work at Home for Office Professional Plus 2016	10/15	2							A		

2. Product Conditions

Prior Version: Office 2013 and Office 2013 Applications (10/12), Lync 2013 (10/12)	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: Office Professional Plus 2016 (1:15)	True-Up Eligible: N/A
UTD Discount: Office Professional Plus		

2.1 Project Professional 2016

Customers who license Project Professional 2016 are deemed to have one Project Server 2016 Device CAL for each Project Professional 2016 License. The right to access Project Server 2016 under that CAL will expire when the corresponding Project Professional 2016 License expires.

2.2 Work at Home

A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office Standard or Office Professional Plus. It permits the Primary User of the software to also install and use the software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

2.3 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.

2.4 Successor Versions

Skype for Business 2016 is the successor version to Lync 2013.

2.5 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 Online 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

Upon assigning the License to a device that is separately licensed for Office Home & Student 2013 RT, Customer may use the Office Home & Student software for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

3.2 Office Professional Plus 2016 and Office Standard 2016 – Office Home & Student 2013 RT Commercial Use

Each Primary User of a Licensed Device running Office Professional Plus 2016 or Office Standard 2013 may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

3.3 Extended Use Rights for Academic Customers

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), Institution is eligible to acquire Licenses for Office 365 ProPlus for all full or part-time students enrolled in any educational institution that is part of Institution's defined Organization at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

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	

4.1 Project Professional 2016

Customers with active SA for their Project Professional License will be deemed to have SA for their corresponding complimentary Project Server CAL. That deemed SA coverage will expire when the Project Professional coverage expires.

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Office for Mac

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Excel 2016 for Mac	8/15	1	2	1				P			
Lync for Mac 2011	9/10	1	2	1				P			
Office 2016 for Mac Standard	8/15	2(1)	3	1				P			
Outlook 2016 for Mac	8/15	1	2	1				P			
PowerPoint 2016 for Mac	8/15	1	2	1				P			
Word 2016 for Mac	8/15	1	2	1				P			
Work at Home for Mac 2016	8/15	2									

2. Product Conditions

Prior Version: Office for Mac 2011 and Office for Mac 2011 Applications (9/10)	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 Successor Versions

Outlook for Mac 2011 is the successor version to Entourage for Mac 2008. Lync for Mac 2011 is the successor version to Communicator for Mac 2011.

2.2 Work at Home

A Work at Home License is an optional License that can be acquired only in conjunction with a full License for Office for Mac. It permits the Primary User of the software to also install and use the software on a device outside of Customer's or its Affiliate's premises (e.g., at the user's home).

2.3 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.

2.4 Office Online Server

Customers purchasing Office 2016 for Mac Standard licenses before August 1, 2016 may use the editing functionality described in the Office Online 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 Primary User of an Office 2016 for Mac Standard Licensed Device may use the software licensed separately under an Office Home & Student 2013 RT license for commercial use, despite anything to the contrary in the Office Home & Student 2013 RT license terms.

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	

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Office Servers

Exchange Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Exchange Server Enterprise 2016	10/15	50	75	25				P	A	A	A
Exchange Server Enterprise 2016 CAL (Device and User)	10/15	1	2	1				P	A	A	AO,ST
Exchange Server Standard 2016	10/15	10	15	5				P	A	A	A
Exchange Server Standard 2016 CAL (Device and User)	10/1	1	2	1				P		A	AO,ST

2. Product Conditions

Prior Version: Exchange Server 2013 (10/12)	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 2016 Standard CAL Exchange Online Plan 1 G User SL Exchange Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Exchange Online Plan 1 User SL Exchange Online Plan 2 User SL Exchange Online Plan 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 2016 Enterprise CAL Exchange Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Exchange Online Plan 2 User SL Exchange Online Plan 2G User SL

3.2 Additional Software

Exchange Management Tools		

3.3 Enrollment for Education Solutions

Notwithstanding to the External User Access Requirements above, student access to Exchange Server 2016 licensed under EES requires CALs.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All Server 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 2016 Supplemental Terms and Conditions

Exchange Server Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection. For customers under Microsoft Business Agreements dated prior to October 2010 and Enrollments dated after July 2011, the Supplemental Terms for Online Services used with Software – Legacy Agreements section of Appendix A – Program Agreement Supplement Terms in the June 2015 Product List at http://go.microsoft.com/?linkid=9839207 apply to purchase and use of the Online Services included with Exchange Enterprise CAL with Services 2016.

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Project Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Project Server 2016	5/16	50	75	25				P	A	A	A
Project Server 2016 CAL (Device and User)	5/16	1	2	1				P	A	A	A

2. Product Conditions

Prior Version: Project 2013 (10/12)	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: 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 2016 CAL Project Online Professional User SL	Project Online Essentials User SL Project Online Premium User SL

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	

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SharePoint Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Microsoft Office Audit and Control Management Server 2013	4/13	50	75	25				P	A	A	A
SharePoint Server 2016	5/16	50	75	25				P	A,SP	A	A
SharePoint Server 2016 Standard CAL (Device and User)	5/16	1	2	1				P		A	AO,ST
SharePoint Server 2016 Enterprise CAL (Device and User)	5/16	1	2	1				P	A	A	AO,ST

2. Product Conditions

Prior Version: SharePoint Server 2013 (10/12), no prior version for Microsoft Office Audit and Control Management Server	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 Microsoft Audit and Control Management Server 2013 Server Software Access

Base Access License	SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 2 User SL

3.2 SharePoint Server 2016 Server Software Access

Base Access License	SharePoint Server 2016 Standard CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 1 or 2 User SL SharePoint Online Plan 2 User SL

3.2.1 Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

Business Connectivity Services Line of Business Webparts; Office 2016 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 2016 Enterprise CAL CAL Equivalent License (refer to Appendix A)	SharePoint Online Plan 2 User SL

3.3 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).

3.4 Additional Software

Software Development Kit		

3.5 Enrollment for Education Solutions

Notwithstanding to the External User Access Requirements above, student access to SharePoint Server 2016 licensed under EES requires CALs.

4. Software Assurance

SA Benefits: Server	Disaster Recovery: SharePoint Server and Office Audit and Control Management Server	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	

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Skype for Business Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Skype for Business Server 2015	5/15	50	75	25				P	A	A	A
Skype for Business Server 2015 Standard CAL (Device and User)	5/15	1	2	1				P		A	AO,ST
Skype for Business Server 2015 Enterprise CAL (Device and User)	5/15	1	2	1				P	A	A	AO,ST
Skype for Business Server 2015 Plus CAL (Device and User)	5/15	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: Lync Server 2013 (10/12), Lync Server 2010 Standard and Enterprise (12/10)	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		

3. Use Rights

License Terms: Universal; Server/CAL	Product-Specific License Terms: N/A	Additional Software: Yes
Client Access Requirements: All editions	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 2015 Standard CAL Skype for Business Online Plan 1 G User SL Skype for Business Online Plan 2A User SL CAL Equivalent License (refer to Appendix A)	Skype for Business Online Plan 1 User SL Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G 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 2015 Enterprise CAL Skype for Business Online Plan 2A User SL Live Meeting Standard User SL CAL Equivalent License (refer to Appendix A)	Skype for Business Online Plan 2 User SL Skype for Business Online Plan 2G User SL Live Meeting Professional 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 2015 Plus CAL	CAL Equivalent License (refer to Appendix A)

	Phone System User SL	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 Lync Phone Edition	Microsoft Skype for Business Server 2015 Control Panel	Microsoft Lync Server 2013 Group Chat Administration Tool
Microsoft Lync Web App	Mobility Service Role	PowerShell Snap-in
Reach Application Sharing Server Role	Persistent Chat Server Role	Survivable Branch Appliance Role
Topology Builder	Unified Communications Application Server Role	Video Interop Server Role
Web Conferencing Server Role		

3.3 Enrollment for Education Solutions

Notwithstanding to the External User Access Requirements above, student access to Skype for Business Server 2015 licensed under EES requires CALs.

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	

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SQL Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
SQL Server 2017 Standard	10/17	15	23	8				P	A,SP	A	A
SQL Server 2017 Standard Core (2-packs of Core Licenses)	10/17	50	75	25	OM			OM, P	A,SP	A	A
SQL Server 2017 Enterprise	10/17			38				P	A	A	A
SQL Server 2017 Enterprise Core (2-packs of Core Licenses)	10/17	125	188	63	OM			OM, P	A,SP	A	A
SQL Server 2017 CAL	10/17	1	2	1				P	A,SP	A	AO,ST

2. Product Conditions

Prior Version: SQL Server 2016 (6/16)	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: N/A	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 2017 Enterprise

New Server Licenses for SQL Server 2017 Enterprise (Server/CAL) are not available. Existing SA customers upgrading to the 2017 version should refer to the October 2017 Product Terms for their 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.

2.3 SQL Server Parallel Data Warehouse Optional Build without Oracle Java

Customers may acquire a build of the product with Oracle Java or, upon request, without Oracle Java. For more information refer to http://www.microsoft.com/en-us/sqlserver/solutions-technologies/data-warehousing/pdw.aspx.

2.4 SQL Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms http://go.microsoft.com/?linkid=9839206.

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 2017 CAL

3.2 Automatic Updates to Previous Versions of SQL Server

If the 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 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.

3.6 Additional Software

3.6.1 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	

3.6.2 Additional Software - Parallel Data Warehouse

Parallel Data Warehouse Control Virtual Machine		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: All editions	Fail-Over Rights: All editions (Not applicable to Parallel Data Warehouse)
License Mobility: All editions (Not applicable to Parallel Data Warehouse)	Migration Rights: SQL Server 2014 Business Intelligence and Parallel Data Warehouse Product Terms - June 2016. R Server for Hadoop, R Server for Linux and R Server for Teradata Product Terms - October 2017.	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: Yes	

4.1 SQL Server 2017 Enterprise Core - 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 core licenses for the Server.

4.2 SQL Server 2017 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.

4.3 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.

4.4 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.

4.5 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 solely in conjunction with its licensed use of SQL Server Enterprise Core.

4.6 Use of Power BI Report Server – SQL Server Enterprise Edition
Customer may run Power BI Report Server software on the Licensed Server. 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 that Server, subject to a minimum of four cores 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.

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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 2016 Datacenter Server Management License (2-packs of Core Licenses)	10/16		13	8	OM			OM, P	A	A	A
System Center 2016 Datacenter Server Management License (16-packs of Core Licenses)	10/16		38	13	OM			OM, P	A	A	A
System Center 2016 Standard Server Management License (2-packs of Core Licenses)	10/16		3	2	OM			OM, P	A	A	A
System Center 2016 Standard Server Management License (16-packs of Core Licenses)	10/16		23	8	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: System Center 2012 R2 (10/13)	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 2016 Standard

Server Management License	System Center 2016 Standard Management

	License

3.2 Management License - System Center 2016 Datacenter

Server Management License	System Center 2016 Datacenter Management License

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

3.4 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	Roaming Rights: N/A
Self Hosting: All editions	SA Equivalent Rights: N/A	

4.1 System Center Current Branch (if any) Rights

Customers with active SA on System Center Standard or Datacenter Licenses may install and use the Current Branch option for all components.

4.2 System Center Global Service Monitor

Customers with active SA coverage for the Management Licenses may use System Center Global Service Monitor to monitor the web applications running on OSEs licensed with these Management Licenses. Use of this Online Service is subject to the OST.

4.3 Use Rights and License Grants Associated with Change in Licensing Model – Eligible License

The term, "Eligible License," as defined in the Migration Rights for System Center Server published in the October 2016 Product Terms, is updated to additionally include System Center Server processor Licenses with SA obtained by Customer as of December 31, 2016 under a new or renewal Enrollment with an Effective Date between October 1, 2016 and December 31, 2016.

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System Center Configuration Manager

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
System Center Configuration Manager 1606 Client Management License per OSE	10/16		2	1				P		A	AO,ST
System Center Configuration Manager 1606 Client Management License per User	10/16		2	1				P		A	
System Center Configuration Manager 1606 Client Management License (Client ML) (Student Only)	10/16		2	1							

2. Product Conditions

Prior Version: System Center 2012 R2 Configuration Manager (10/13),	Product Pool: Server	Extended Term Eligible: N/A
Down Editions: 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 Configuration Manager 1606 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	System Center Configuration Manager 1606 (User or OSE) Microsoft Intune (User SL)	Microsoft 365 F1 (User SL) Management License Equivalent License (refer to Appendix A)

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

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 System Center Configuration Manager – VDI Rights

Customers with active SA coverage for System Center 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 System Center Configuration Manager Current Branch Rights

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

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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 2016 Data Protection Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Data Protection Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Data Protection Manager component of System Center 2012 Client Management Suite (10/13)	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 2016 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 2016 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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

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.

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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 Device and User SLs

Customer may purchase Device or User SLs to meet the Client Management License requirement under the Management Servers License Model.

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.

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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 2016 Operations Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Operations Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Operations Manager component of System Center 2012 Client Management Suite (10/13)	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 2016 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 2016 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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

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.

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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 2016 Orchestrator per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Orchestrator per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Orchestrator component of System Center 2012 Client Management Suite (10/13)	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 2016 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 2016 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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

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	

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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 2016 Service Manager per OSE (Client ML)	1/17	(1)	2	1				P	A	A	AO,ST
System Center 2016 Service Manager per User (Client ML)	1/17		2	1				P	A	A	

2. Product Conditions

Prior Version: System Center Service Manager component of System Center 2012 Client Management Suite (10/13)	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 2016 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 2016 Service Manager License (User or OSE)	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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

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.

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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.

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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 2017	4/17	2									
Visual Studio Professional 2017 Subscription	4/17	(1)	2	1	OM			OM, P	A,SP	A	A
Visual Studio Enterprise 2017 Subscription	4/17	(1)	51	17	OM			OM, P	A,SP	A	A
Visual Studio Test Professional 2017 Subscription	4/17	(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 2015 (09/15) Visual Studio 2015 with MSDN (7/15)	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 2017 Subscription, Visual Studio Enterprise 2017 Subscription and Visual Studio Test Professional 2017 Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

2.2 License Grant for Visual Studio Team Foundation Server 2018

Each Licensed Users of Visual Studio Professional 2017 Subscription, Visual Studio Enterprise 2017 Subscription, Visual Studio Test Professional 2017 Subscription and MSDN Platforms is deemed to have one Server License for Visual Studio Team Foundation Server 2018 and one Team Foundation Server User CAL. The CAL is for the sole use of the Licensed User.

2.3 Microsoft Azure Platform Services

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

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 BUILDSERVER.TXT File

Customer may install copies of the files in the BuildServer Lists found at http://go.microsoft.com/fwlink/?LinkId=286955 onto its build machines solely for the purpose of compiling, building, verifying and archiving its programs or to run quality or performance tests on its build machines as part of the build process.

3.2 Utilities

Customer may copy and install the Utilities listed at http://go.microsoft.com/fwlink/?LinkId=286955 that Customer receives with the software on to Customer's other third party machines solely to debug and deploy Customer's programs and databases that Customer develops with the software. Customer must delete all the Utilities installed onto a device when it finishes debugging its program or 30 days after it installs them on that device, whichever comes first. Microsoft is not responsible for any third-party use of or access to Utilities Customers installs on any device.

3.3 Office Professional Plus 2016 – Visual Studio Enterprise Subscription

Each Licensed User of Visual Studio Enterprise Subscription may also install and use one copy of Office Professional Plus 2016 on one device 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 this software.

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.

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.

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Visual Studio Team Foundation Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Visual Studio Team Foundation Server 2018 with SQL Server 2017 Technology	11/17		8	3				P	A,SP	A	A
Visual Studio Team Foundation Server 2018 CAL (Device and User)	11/17		8	3				P	A,SP	A	A

2. Product Conditions

Prior Version: Visual Studio Team Foundation Server 2017 (12/16)	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	Visual Studio Team Foundation Server 2018 CAL	Visual Studio Team Services paid user

3.1.1 Additional Functionality

Test Management

Additive Access License	Visual Studio Test Professional Subscription MSDN Platforms	Visual Studio Enterprise Subscription Visual Studio Team Services Test Manager paid user

3.1.2 Additional Functionality

Package Management

Additive Access License	Visual Studio Enterprise Subscription	Visual Studio Team Services Package Management paid user

3.2 Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Team Foundation Server Reporting; accessing Visual Studio Team Services via a Team Foundation Server 2018 Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Visual Studio Team Foundation 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 for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

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 Visual Studio Team Foundation Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise Subscription, Visual Studio Professional Subscription, Visual Studio Enterprise (monthly or annual subscription), or Visual Studio Professional (monthly or annual subscription) then Customer may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2018 Build Services by Customer's Licensed Users and Licensed Devices of Team Foundation Server 2018.

3.6 Release Management

Visual Studio Team Foundation Server includes one concurrent deployment using the Release Management feature. Each of the following provides one additional concurrent deployment per license:

- Visual Studio Enterprise Subscription
- Visual Studio Enterprise (monthly or annual subscription)
- Team Services Build and Deployment Private Pipeline (paid instance)

3.7 Package Management

Each Visual Studio Team Foundation Server License includes the right for up to five users or devices to use the Package Management feature.

3.8 Additional Software

Visual Studio Team Foundation Build Services		

4. Software Assurance

SA Benefits: Server	Disaster Recovery: Yes	Fail-Over Rights: N/A
License Mobility: Yes (server licenses only)	Migration Rights: Product Terms December 2016	Roaming Rights: N/A
Self Hosting: Yes	SA Equivalent Rights: N/A	

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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 LTSB (Per Device)	10/16	2										
Windows 10 Enterprise E3 Per Device with SA	10/16	2						E, P	E			
Windows 10 Enterprise E3 Per User with SA (SL)	8/15	2							E			
Windows 10 Enterprise E3/E5 Per User (SL)	8/15	2										
Windows 10 Enterprise E3 Per User with SA - From SA (SL)	8/15	2							E			
Windows 10 Enterprise E3 Per User (Local Only) (SL)	9/17											
Windows 10 Education E3 (Per User)	10/17										EP	
Windows 10 Education A3 (Per User)	10/17											
Windows 10 Enterprise E5 Per Device or User with SA (SL)	8/16	2							E			
Windows 10 Enterprise E5 Per User with SA - From SA (SL)	8/16	2							E			
Windows 10 Education (Per Device)	8/15	(1)	3	1						ED	SD, S	
Windows 10 Education E5 (Per Device)	8/16	(1)	3	1								
Windows 10 Education E5 Per Device Add-on (to E3 per device) (SL)	8/16	2									A	
Windows 10 Education E5 (Per User)	10/17										EP	
Windows 10 Education A5 (Per User)	10/17											
Windows 8.1 Enterprise Sideloading (Per Device)	11/13	1			OM							
Windows 10 Enterprise E3 Per User Add-on (to E3 per device) (SL)	12/14	2							E		A	

Windows 10 Enterprise E5 Per Device or User Add-on (to E3 per device) (SL)	8/16	2					E			
Windows 10 Enterprise Virtual Desktop Access E3 Per Device (SL)	7/07	2(1)				P	A, E	A	A	
Windows 10 Enterprise Virtual Desktop Access E3 Per User (SL)	12/14	2					E			
Windows 10 Enterprise Virtual Desktop Access E5 Per Device (SL)	5/17	2(1)					A, E			
Windows 10 Enterprise Virtual Desktop Access E5 Per User (SL)	5/17	2					E			
Windows 10 Home to Pro Right Licensing (Per Device)	4/17	2								
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2	OM							

2. Product Conditions

Prior Version: Windows 10 Enterprise LTSB 2015 (8/15), 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

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
Windows 10		
Enterprise, IoT Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X
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	Academic and Charity
Windows 10					
Enterprise, IoT Enterprise, Pro, Pro for Workstations, Pro in S mode	X	X	X	X	X

Education, Home, Home in S mode					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
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

[1]*Also applicable to Qualified Devices acquired through merger or acquisition*
[2]*macOS 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[3]	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 2009			X	X
Windows Embedded 8 Standard			X	X

[1]*Also 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.

2.2.4 Windows 10 Pro in S mode

- Notwithstanding the Universal License Terms or volume licensing agreement, Licenses used on any devices with Windows 10 Pro in S mode do not include rights to install Windows Enterprise locally or rights to run or install a prior version, different language version, different platform version, or a lower edition of Windows, including Windows 10 Enterprise LTSB.
- Licensed Users may run Windows 10 Enterprise in S mode on devices licensed with Windows 10 Pro in S mode.

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 Right Licensing for E3/E5
2.8.1 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 E3 per Device with active SA
- Windows 10 Enterprise E3/E5 per User SLs
- Windows 10 Enterprise E5 per Device SLs

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

2.8.3 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 in Section 4.3 apply only to a replacement device with a Pro or Enterprise qualifying OS.

2.9 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.

2.10 Academic and Charity Programs
2.10.1 License Assignment
2.10.1.1 Per User License Assignment
The Licensed User must be a user of at least one device licensed for a Qualifying OS in section 2.2.2 Per Device Licenses.

2.10.1.2 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.

2.10.2 Windows 10 Pro in S mode Exception
The Windows 10 Pro in S mode Qualifying OS conditions in Section 2.2.4, Windows 10 Pro in S mode, do not apply to licenses acquired through academic and charity programs.

2.10.3 Academic Program Windows Edition Rights
Windows Education licenses include rights to install or activate Windows Enterprise in lieu of Windows Education.

2.10.4 Lab and Library Use
Institutions with Windows Education E3/E5, Windows 10 Education E5 (Per Device), or Windows 10 Education (Per Device) assigned to all faculty and staff/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.

2.10.5 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.

3. Use Rights

License Terms: Universal; Desktop Operating Systems, OST (Windows Defender Advanced Threat Protection portion of Windows 10 Enterprise E5 and Windows VDA E5)	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 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.

3.4 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.

3.5 Microsoft Cloud Agreement Activation Use Rights
For Customers licensed under a Microsoft Cloud Agreement,

- Notwithstanding sections 3.2 and 3.6, 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 re-imaging rights or rights to run or install a prior version, different language version, different platform version, or a lower edition of Windows, including Windows 10 Enterprise LTSB.
- Section 4 (Software Assurance) does not apply.

3.6 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 (all)
- Microsoft 365 (all)

3.7 Windows 10 Multitenant Hosting

Customers with Windows 10 Enterprise Per User SL (excluding local only), Windows 10 Education Per User SL, or VDA E3/E5 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 or a shared server with a Qualified Multitenant Hosting Partner identified at www.microsoft.com/Qualified_Multitenant_Hoster_Program. 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. Each licensed user may access up to four instances of the software. 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.

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, excluding licenses acquired under a Microsoft Cloud Agreement.

- Windows 10 Enterprise E3/E5 with SA
- Windows 10 Education E3/E5
- Windows 10 Enterprise Virtual Desktop Access E3/E5

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 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.

4.3 Per Device License Reassignment

Customer may reassign Per Device licenses in accordance with the Universal License Terms for per device licensing.

4.4 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.

4.5 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.

4.5.1 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.

4.6 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.

4.7 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.

4.7.1 MDOP Eligibility

Customers with the following have rights to use MDOP and do not need to purchase MDOP separately. MDOP is not available to customers who license these Products under the Microsoft Cloud Agreement.

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

4.8 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.

4.9 Windows Desktop Operating System – Windows Thin PC

Customer may use the Windows Thin PC software in place of Windows Desktop Operating System software but only to run the types of applications listed below.

- security
- management
- terminal emulation
- Remote Desktop and similar technologies
- web browser
- media player
- instant messaging client
- document viewers
- NET Framework and Java Virtual Machine

Customer may use the software on a device other than the one on which it was first installed if it moves the corresponding Software Assurance coverage to that other device.

4.10 Software Assurance Lapse on Perpetual Licenses

Windows Enterprise Current Branch or 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 Branch/Channel that is current at the time of the lapse.

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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 2016 Remote Desktop Services CAL and Windows Server 2016 CAL	Windows Server 2016 Remote Desktop Services CAL and CAL Equivalent License (refer to Appendix A)

3.1.1 Additional Functionality Associated with Windows Server 2016 Active Directory Rights Management Services CAL

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 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. 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	

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Windows Server

1. Program Availability

Products	DA	L	L/SA	SA	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES
Windows Server 2016 Active Directory Rights Management Services CAL	10/16	1	2	1				P	A	A	AO,ST
Windows Server 2016 CAL	10/16	1	2	1				P		A	AO,ST
Windows Server 2016 Remote Desktop Services CAL (Device and User)	10/16	1	2	1				P	A	A	A, AO,ST
Windows Server 2016 Remote Desktop Services External Connector	10/16	75	113	38	OM			OM, P	A	A	A
Windows Server 2016 Datacenter (2-packs of Core Licenses)	10/16	10	25	15	OM			OM, P	A	A	A
Windows Server 2016 Datacenter (16-packs of Core Licenses)	10/16	75	113	38	OM			OM, P	A	A	A
Windows Server 2016 Essentials	10/16	5	10	5				P		A	A
Windows Server 2016 Standard (2-packs of Core Licenses)	10/16	1	3	2				P	A	A	A
Windows Server 2016 Standard (16-packs of Core Licenses)	10/16	15	23	8	OM			P	A	A	A
Windows Server 2016 Active Directory Rights Management Services External Connector	10/16	125	188	63	OM			OM, P	A	A	A

Windows Server 2016 External Connector	10/16	25	38	13	OM			OM, P	A	A	A

2. Product Conditions

Prior Version: Windows Server 2012 R2 (10/13), Windows Server 2012 for CALs and External Connectors (8/12)	Product Pool: Server	Down Editions: Datacenter or Standard to Windows Server 2008 R2 Enterprise, Standard, Essentials, Web, and HPC editions, or Essentials 2012 or 2012 R2
Extended Term Eligible: N/A	Prerequisite: N/A	Prerequisite (SA): N/A
Promotions: N/A	Qualified User Exemption: External Connectors	Reduction Eligible: Add-ons Additional Products
Reduction Eligible (SCE): N/A	Student Use Benefit: N/A	True-Up Eligible: N/A
UTD Discount: N/A		

2.1 Windows Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms http://go.microsoft.com/?linkid=9839206.

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		

3.1 Server Software Access

Base Access License	Windows Server 2016 CAL Microsoft 365 F1 User SL	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 2016 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services CAL	Windows Server 2016 Remote Desktop Services User SL

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).*

3.1.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services CAL

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 Active Directory Rights Management Services CAL	Azure Information Protection (P1 and P2) 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 2016 External Connector

3.2.1 Additional Functionality Associated with Windows Server 2016 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2016 Remote Desktop Services functionality

Additive Access License	Windows Server 2016 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2016 Remote Desktop Services functionality or other technology).*

3.2.2 Additional Functionality Associated with Windows Server 2016 Rights Management Services External Connector License

Windows Server 2016 Rights Management Services

Additive Access License	Windows Server 2016 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 2016 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 2016 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 2016 Essentials Connector

Customer may install and use the Windows Server 2016 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 2016 Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2016 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2016 Active Directory Rights Management Services functionality.

3.4 Windows Server Containers without Hyper-V isolation with Windows Server 2016 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 2016

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 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 7. 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. For Product licensing purposes, Nano Server released with Windows Server 2016 is considered a Semi-Annual Channel release.

4.3 Remote Desktop Services ("RDS") User CAL and User SL

4.3.1 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 Platform Services or the shared servers of a License Mobility through Software Assurance Partner for which it has completed and submitted the License Mobility Validation 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 Platform 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.

4.3.2 Limitations

Only customers with active SA on Windows Server, as well as Windows Server RDS CALs and Windows Server CALs or equivalent licenses may install and use Remote Desktop Services updates made available after Windows Server 2016 general availability in October 2016. This does not include security patches and related updates made available under Microsoft's Product Support Policy.

4.4 Use Rights and License Grants Associated with Change in Licensing Model – Eligible License

The term, "Eligible License," as defined in the Migration Rights for Windows Server published in the October 2016 Product Terms, is updated to additionally include Window Server processor Licenses with SA obtained by Customer as of December 31, 2016 under a new or renewal Enrollment with an Effective Date between October 1, 2016 and December 31, 2016.

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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 http://www.microsoft.com/online/faq.aspx#international 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.
- 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.

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.

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Microsoft Azure Services

1. Definitions

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

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, Services purchased as a Microsoft Azure Services Plan are not eligible for the Hosting Exception in the Online Services Terms.

Monetary Commitment 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

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.

3. Purchasing Services

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

A. **Monetary Commitment**: Customer will have access to its entire Monetary Commitment 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 Monetary Commitment on an annual basis, Customer will have access to an Allocated Annual Commitment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Monetary Commitment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual Commitment will be forfeited on the following Enrollment anniversary date. Customer may contact Microsoft or Customer's reseller about increasing its Monetary Commitment or reducing its Allocated Annual Commitment 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 Monetary Commitment.

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 Monetary Commitment**: Each month, Microsoft will deduct from Customer's Monetary Commitment (or Allocated Annual Commitment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Monetary Commitment (or Allocated Annual Commitment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).
B. **Invoicing Monetary Commitment:** If Customer elects the Fully Prepaid Option, Monetary Commitment will be invoiced immediately. If Customers elects the Annually Prepaid Option, the first Allocated Annual Commitment will be invoiced immediately, and future Allocated Annual Commitments will be invoiced on the anniversary of the Enrollment effective date.
C. **Invoicing Monetary Commitment Overage**: If Customer's usage is higher than either its Monetary Commitment under the Fully Prepaid Option or its Allocated Annual Commitment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer (or its reseller) at the end of each Enrollment quarter.
D. **Consumption Invoicing**: If Customer provisions Microsoft Azure Services without a Monetary Commitment, it (or its reseller) will be invoiced quarterly 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 quarterly basis.
E. **Azure Services Plan Invoice**: The purchase of a Microsoft Azure Services Plan will be invoiced to Customer (or its reseller) according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Monetary Commitment cannot be applied to the purchase of a Microsoft Azure 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 Monetary Commitment can be applied to such usage.

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

6.1 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.

6.2 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.

7. Microsoft Azure Hybrid Benefit

7.1 Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines on Microsoft Azure and pay for the cost of compute only (the "Base Instance"). 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 and one Base Instance. Customer may use Standard or Datacenter.

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.

The Azure Hybrid Benefit for Windows Server provides additive rights to deploy and use the software when exercised in connection with Datacenter Licenses and alternative rights when exercised in connection with Standard Licenses. Customer may not concurrently allocate a Standard License to Azure Hybrid Benefit for Windows Server and assign the same License to a Server dedicated to its use, except on a one-time basis, for a period not to exceed 31 days, to allow Customer to migrate those workloads to Azure. Standard Licenses are deemed "assigned to Azure" when Customer uses Windows Server under the Azure Hybrid Benefit for Windows Server and may not be redeployed on Customer's Licensed Servers for 90 days.

7.2 Microsoft 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 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, a separate set of Licenses must be allocated for each service.

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

[1]*Subject 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 (Managed Instance, Elastic Pool, and Single Database), 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 Server dedicated to its use, except on a one-time basis, for a period not to exceed 180 days, to allow Customer to migrate those workloads to Azure.

Customer may reassign Licenses allocated for use with Azure Hybrid Benefit for SQL Server to a Server dedicated to Customer or to shared servers under License Mobility through Software Assurance, provided Licenses must remain allocated for use under this benefit for a minimum of 90 days after a workload is migrated.

7.2.1 Fail-over Rights

When allocating SQL Server Licenses for use with SQL Server Virtual Machines under the Azure Hybrid Benefit for SQL Server, Customer may also run passive fail-over Instances on Microsoft Azure 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 SQL Server Virtual Machine under the Azure Hybrid Benefit.

Microsoft Azure Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Azure Services	1	OM			A	A	A	A	
Microsoft Translator API						A			

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 Commitment for Microsoft Azure Services	Reduction Eligible (SCE): Allocated Annual Commitment 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.

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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	
Operations Management and Security E1 Add-on	1					A		A	
Operations Management and Security E2 Add-on	1					A		A	
Operations Management and Security E1						A		A	
Operations Management and Security E1 From SA						A		A	
Operations Management and Security E2						A		A	
Operations Management and Security E2 From SA						A		A	
Operations Management and Security: Insights and Analytics						A		A	
Operations Management and Security: Automation and Control						A		A	
Operations Management and Security: Security and Compliance						A		A	
Operations Management and Security: Backup and Disaster Recovery						A		A	

2. Product Conditions

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

2.1 Operations Management and Security

2.1.1 Operations Management Suite

The Operations Management and Security subscriptions are offerings within the Operations Management Suite.

2.1.2 Software Included with Operations Management and Security E1/E2

During the term of each Operations Management and Security E1/E2 subscription, Customer may install and run one copy of the corresponding included software for Managing an OSE in Customer's own facility or in Microsoft Azure.

Operations Management and Security Subscription	Included Software
Operations Management and Security E1 Operations Management and Security E1 From SA	System Center Server Standard
Operations Management and Security E2 Operations Management and Security E2 from SA	System Center Server Standard
Operations Management and Security: Insights and Analytics	System Center Operation Manager
Operations Management and Security: Automation and Control	System Center Configuration Manager System Center Orchestrator System Center Service Manager

Operations Management and Security: Backup and Disaster Recovery	System Center Data Protection Manager System Center Virtual Machine Manager

2.2 Microsoft Azure Stack Plan

Customer may use Microsoft Azure Stack on a Licensed Server, provided it acquires a number of SLs equal to the number of Physical Cores on that Server.

2.3 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.

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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	

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: N/A	Reduction Eligible: N/A
Student Use Benefit: N/A	True-Up Eligible: N/A	

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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 Basic (User SL)	1					A		A,ST	
Azure Active Directory Premium Plan 1 (User SL)	1	OM				A		A,ST	
Azure Active Directory Premium Plan 2 (User SL)	1	OM			P	A		A,ST	
Azure Advanced Threat Protection for Users (User SL)					P	A	A	A,ST	
Azure Advanced Threat Protection for Users Client Management License Add-on (User SL)					P	A	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			
Azure Information Protection Premium Plan 2 (User SL)		OM			P	A	A	A,ST	
Azure Information Protection Premium Plan 2 Add-on (User SL)						A			
Microsoft MultiFactor Authentication	1				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: N/A	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: See Appendix H	True-Up Eligible: Azure Active Directory, Azure Advanced Threat Protection for Users, Azure Information Protection Premium, Microsoft MultiFactor Authentication	Add-ons and From SA: See Appendix C

2.1 Extended Use Rights for Azure Advanced Threat Protection for Users (AATP) 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.

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Microsoft 365

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft 365 Business (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 E3 (User SL)						EO			
Microsoft 365 E3 Add-on (User SL)						EO			
Microsoft 365 E3 From SA (User SL)						EO			
Microsoft 365 Education A5 (User SL)								EP	
Microsoft 365 E5 (User SL)						EO			
Microsoft 365 E5 Add-on (User SL)						EO			
Microsoft 365 E5 From SA (User SL)						EO			
Microsoft 365 F1 (User SL)						A			
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)						A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All
Migration Rights: N/A	Prerequisite: Microsoft 365 Step-up from Office 365 F1	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: All	Reduction Eligible (SCE): Microsoft 365 F1
Student Use Benefit: See Appendix H	True-Up Eligible: All (except Microsoft 365 From SA)	Add-ons and From SA: See Appendix C

2.1 Extended Use Rights for Microsoft 365 E3/E5

2.1.1 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.

This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.1.2 Office Professional Plus

2.1.2.1 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.

2.1.2.2 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.

2.2 Applicable License Terms

In addition to the terms of the Microsoft 365 Product Entry, Microsoft 365 E3 and E5 User SLs are governed by the License Terms applicable to Office 365 Enterprise E3/E5, Enterprise Mobility + Security E3/E5, and Windows 10 Enterprise E3/E5 Per User.

2.3 Microsoft 365 F1

2.3.1 Use Rights

Use of Windows is governed by the License Terms in the Use Rights section of the Windows Product Entry applicable to Windows 10 Enterprise E3 per user with the following exceptions:

- The Windows component of Microsoft 365 F1 operates as an Online Service, and is not a successor to any prior version of the Windows desktop operating system. Therefore, notwithstanding the Universal License Terms or volume licensing agreement, re-imaging rights, rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSB, do not apply.
- Notwithstanding anything to the contrary in the Use Rights section of the Windows Desktop Operating System product entry, rights to access and use virtualized instances of Windows do not apply.
- Licensed users are not required to be the primary users of any device.
- Customer must use Active Directory-based activation. United States Government Community Cloud customers may use KMS activation in lieu of Azure AD-based activation.

Use of the other components of Microsoft 365 F1 is governed by the terms applicable to those components in the Online Services Terms. Other than for purposes of the Windows Server Base Access License, and Client Management Licenses for System Center Configuration Manager and Advance Threat Analytics, Microsoft 365 F1 User SLs are not CAL Equivalent Licenses.

2.3.2 Microsoft 365 F1 Step-up from Office 365 F1

Customer may acquire the Microsoft 365 F1 Step-Up License for any of its Office 365 F1 Licensed Users. The Step-Up License must be acquired under the same volume licensing agreement and enrollment (if any) as the Office 365 F1 License. Rights to access Online Services under the Step-Up License supersede and replace the rights to access the Online Services under the Office 365 F1 License.

2.4 Microsoft 365 Business Use Rights

Customer may not provision more than 300 user subscription licenses. Use of Windows is governed by the License Terms in the Use Rights section of the Windows Product Entry applicable to Windows 10 Enterprise E3 per user with the following exceptions:

- Windows Business operates as an Online Service, and is not a successor to any prior version of the Windows desktop operating system. Therefore, notwithstanding the Universal License Terms or volume licensing agreement, re-imaging rights, rights to use prior versions, different language versions, different platform versions, or lower editions of Windows, including Windows 10 Enterprise LTSB, do not apply.
- Notwithstanding anything to the contrary in the Use Rights section of the Windows Desktop Operating System product entry, rights to access and use virtualized instances of Windows do not apply.

2.5 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

2.5.1 Microsoft 365 Education A1 (Device SL)

2.5.1.1 Term

The term of the Microsoft 365 Education 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 Education A1 (Device SL) was purchased, the terms of such agreement will survive as necessary for the duration of the M365 Education A1 (Device SL).

2.5.1.2 Cancellation and Reassignment

The M365 Education 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 Education A1 (Device SL) was previously assigned to.

2.5.1.3 Windows AutoPilot Use Rights

Licensed users of Microsoft 365 Education A1 (Device SL) are entitled to use the Windows AutoPilot functionality available through the Cloud Solution Provider Partner Center.

2.5.1.4 Window 10 Versions

Windows 10 Pro or Windows 10 S is required for M365 Education A1 (Device SL).

2.5.2 Microsoft 365 Education A3/A5 (User SL)

2.5.2.1 Office Servers

Each Licensed User assigned a Microsoft 365 Education A3/A5 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 Education A3/A5 User SL or External Users.

This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.5.2.2 Office Professional Plus

For each Licensed User to whom customer assigns a Microsoft 365 Education A3/A5 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. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the Student Use Benefit.

2.5.3 Lab and Library Use

Institutions with Microsoft 365 A3/A5 User SLs assigned to all faculty/staff 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. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.5.4 Applicable License Terms

In addition to the terms of the Microsoft 365 Product Entry, Microsoft 365 A3 and A5 User SLs are governed by the License Terms applicable to Office 365 Enterprise A3/A5, Enterprise Mobility + Security E3/E5, and Windows 10 Education E3/E5 Per User.

2.6 United States Government Community Cloud Service

Refer to the Program Availability table for each component of Microsoft 365 to find which components are UC services.

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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	A	EP, A,ST	
Enterprise Mobility + Security E3 Add-on (User SL)	1	OM			P	EO	A	EP, A,ST	
Enterprise Mobility + Security E3 From SA (User SL)						EO			
Enterprise Mobility + Security E5 (User SL)	1	OM			P	EO	A	EP, A,ST	
Enterprise Mobility + Security E5 Add-on (User SL)	1	OM			P	EO	A	EP, A,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

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Microsoft Dynamics 365 Services

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Dynamics 365 Business Central Essentials									

(User SL)									
Microsoft Dynamics 365 Business Central Premium (User SL)									
Microsoft Dynamics 365 Business Central Team Member (User SL)									
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition (User SL)	1			A		A	A	A,ST	
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition Add-on (User SL)				A		A		A,ST	
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition From SA (User SL)						A		A,ST	
Microsoft Dynamics 365 Plan, Enterprise edition (User SL)	1			A		A		A,ST	
Microsoft Dynamics 365 Plan, Enterprise edition Add-on (User SL)				A		A		A,ST	
Microsoft Dynamics 365 Plan, Enterprise edition From SA (User SL)						A		A,ST	
Microsoft Dynamics 365 Unified Operations Plan, Enterprise edition (User SL)	1			A		A		A,ST	
Microsoft Dynamics 365 Unified Operations Plan, Enterprise edition Add-on (User SL)				A		A		A,ST	
Microsoft Dynamics 365 Unified Operations Plan, Enterprise edition From SA (User SL)						A		A,ST	
Microsoft Dynamics 365 for Customer Service, Enterprise edition (User SL)	1			A		A	A	A,ST	
Microsoft Dynamics 365 for Customer Service, Enterprise Edition (Device SL)				A		A	A	A,ST	
Microsoft Dynamics 365 for Field Service, Enterprise edition (User SL)	1			A		A	A	A,ST	
Microsoft Dynamics 365 for Field Service, Enterprise edition (Device SL)				A		A	A	A,ST	
Microsoft Dynamics 365 for Marketing (SL)				A		A		A,ST	
Microsoft Dynamics 365 for Operations Device, Enterprise edition (Device SL)				A		A		A,ST	
Microsoft Dynamics 365 for Operations Device, Enterprise edition Add-on (Device SL)				A		A		A,ST	
Microsoft Dynamics 365 for Operations Device, Enterprise edition From SA (Device SL)						A		A,ST	
Microsoft Dynamics 365 for Project Service Automation, Enterprise edition (User SL)	1			A		A	A	A,ST	
Microsoft Dynamics 365 for Retail, Enterprise edition (User SL)				A		A		A,ST	
Microsoft Dynamics 365 for Retail, Enterprise edition Add-on (User SL)				A		A		A,ST	
Microsoft Dynamics 365 for Retail, Enterprise edition From SA (User SL)						A		A,ST	
Microsoft Dynamics 365 for Sales, Enterprise edition (User SL)	1			A		A	A	A,ST	
Microsoft Dynamics 365 for Sales, Enterprise edition (Device SL)				A		A	A	A,ST	
Microsoft Dynamics 365 for Sales Professional (User SL)				A		A		A,ST	
Microsoft Dynamics 365 for Talent, Enterprise edition (User SL)				A		A		A,ST	
Microsoft Dynamics 365 for Talent, Enterprise edition Add-on (User SL)				A		A		A,ST	
Microsoft Dynamics 365 for Talent, Enterprise edition From-SA (User SL)						A		A,ST	
Microsoft Dynamics 365 for Team Members, Enterprise edition (User SL)	1			A		A	A	A,ST	
Microsoft Dynamics 365 for Team Members, Enterprise edition Add-on (User SL)				A		A		A,ST	
Microsoft Dynamics 365 for Team Members, Enterprise edition From SA (User SL)						A		A,ST	
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal				A		A	A	A	
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Portal Page Views				A		A	A	A	

Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Production Instance			A		A	A	A,ST	
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Non-Production Instance			A		A	A	A,ST	
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Database Storage			A		A	A	A	
Microsoft Dynamics 365 Enterprise edition - Additional Customer Engagement Social Posts			A		A	A	A	
Microsoft Dynamics 365 for Field Service, Enterprise edition - Resource Scheduling Optimization			A		A		A	
Microsoft 365 for Marketing Additional Contacts			A		A		A,ST	
Microsoft Dynamics 365 for Operations, Enterprise edition - Additional Database Storage			A		A		A	
Microsoft Dynamics 365 for Operations, Enterprise edition - Additional File Storage			A		A		A	
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 1: Developer & Test Instance			A		A		A,ST	
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 2: Standard Acceptance testing			A		A		A,ST	
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 3: Premier Acceptance testing			A		A		A,ST	
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 4: Standard Performance testing			A		A		A,ST	
Microsoft Dynamics 365 for Operations, Enterprise edition - Sandbox Tier 5: Premier Performance testing			A		A		A,ST	
Microsoft Dynamics 365 Enhanced Support			A		A	A	A,ST	
Microsoft Dynamics 365 Pro Direct Support			A		A	A	A,ST	
Microsoft Relationship Sales					A			

2. Product Conditions

Terms of Service: OST	Product Pool: Server	Extended Term Eligible: All, except Microsoft Relationship Sales
Migration Rights: N/A	Prerequisite: From SA User SLs, Add-on User SLs	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 Microsoft Dynamics 365 Customer Engagement Plan, Microsoft Dynamics 365 Unified Operations Plan or Microsoft Dynamics 365 Plan, Enterprise edition subscriptions may install and use USD software for each user.

2.2 Microsoft Dynamics CustomerSource

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

2.3 Eligibility for Qualified Offers

Customers under an active agreement, who acquired before November 1, 2016, an Online Service subscription, Software Assurance or Microsoft Dynamics Enhancement Plan for the Qualifying Products in the table below, may acquire the Corresponding Microsoft Dynamics 365 Online Services Qualified Offer until November 1, 2019. Volume Licensing and Dynamics Price List (DPL) customers will be eligible for this offer when licensing the subscription service in a licensing program other than the one the Qualifying Product was licensed.

Qualifying Product(s)	Corresponding Microsoft Dynamics 365 Online Services Qualified Offer
Microsoft Dynamics CRM Online; Microsoft Dynamics AX (online);	Microsoft Dynamics 365, Enterprise edition Qualified Offer
Microsoft Dynamics CRM; and Microsoft Dynamics AX	Microsoft Dynamics 365, Enterprise edition Qualified Offer From SA* Microsoft Dynamics 365, Enterprise edition Qualified Offer Add-on*
Microsoft Dynamics AX Microsoft Dynamics NAV; Microsoft Dynamics GP; and Microsoft Dynamics SL	Microsoft Dynamics 365, Business Central Qualified Offer Microsoft Dynamics 365, Business edition Qualified Offer Add-on*

**Qualifying licenses and corresponding From SA USLs and Add-on USLs are listed in Appendix C - Add-ons & Other Transition Licenses.*

2.4 Microsoft Dynamics Marketing and Parature

Enterprise Agreement and Enterprise Agreement Subscription customers who acquired licenses for Microsoft Dynamics Marketing or Parature prior to November 1, 2016 under a current Enrollment may renew their subscriptions in any subsequent Enrollment signed before May 15, 2018.

Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customers with active subscriptions may continue to use Microsoft Dynamics Marketing services and/or Parature services per the terms of their agreement until May 15, 2018, at which time all rights to use Microsoft Dynamics Marketing Products and Parature Products expire.

2.5 Microsoft Dynamics 365 for Finance and Operations, Business edition

Customers licensed for Dynamics 365 for Finance and Operations, Business edition may renew their subscriptions until April 30th, 2018, after which subscriptions may only be renewed to Dynamics 365 Business Central, and all rights to use Dynamics 365 for Finance and Operations, Business edition product expire.

2.6 Microsoft Dynamics 365 Plan, Enterprise edition for Government

Microsoft Dynamics 365 Unified Operations Plan, Microsoft Dynamics 365 for Retail, and Microsoft Dynamics 365 for Talent are not available in Microsoft 365 Plan, Enterprise edition for Government.

2.7 Microsoft Dynamics 365 Customer Engagement Plan and Customer Engagement Apps, Enterprise edition for Government and Academic

Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition and its individual services, as defined in the Attachment 2 – Subscription License Suites of the Online Service Terms document, are available for Government and Academic in Open License, Open Value and Open Value Subscription programs.

2.8 Embedded editions of Microsoft Dynamics 365 Services

Embedded editions of certain Microsoft Dynamics 365 Services are available through the Microsoft Cloud 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.

2.9 Prerequisites for Dynamics 365 Team Member SLs

Only customers licensed for Microsoft Dynamics 365 Plan, Microsoft Dynamics 365 Customer Engagement Plan or Microsoft Dynamics 365 Unified Operations Plan may acquire Microsoft Dynamics 365 Team Members SLs.

2.10 Prerequisites for Dynamics 365 for Marketing Attach

Customers licensed for Microsoft Dynamics 365 for Sales, Microsoft Dynamics 365 for Customer Service, Microsoft Dynamics 365 for Field Service, Microsoft Dynamics 365 for Project Service applications, or Microsoft Relationship Sales, or Microsoft Dynamics 365 Customer Engagement Plan are eligible to purchase the Microsoft Dynamics 365 for Marketing Attach license.

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Office 365 Services

Office 365 Applications

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Business		OM			OM, P		A		
Office 365 ProPlus (User SL)	2	OM			OM, P	E	A	EP,EO,ST	
Office 365 ProPlus From SA (User SL)						E			
Visio Online Plan 1	1	OM			OM, P	A	A	A,ST	
Visio Online Plan 2		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: Applications	Extended Term Eligible: Visio Online
Migration Rights: N/A	Prerequisite: From SA User SL	Promotions: N/A
Qualified User Exemption: N/A	Reduction Eligible: All	Reduction Eligible (SCE): Visio Online
Student Use Benefit: See Appendix H	True-Up Eligible: All	Add-ons and From SA: See Appendix C

2.1 Media Eligibility for Office 365 Pro Plus with Windows To Go Rights

If a user to whom Customer has assigned an Office 365 ProPlus License uses software under Windows to Go Rights, then in lieu of installing a copy of the software provided with Office 365 ProPlus on one of the five permitted devices pursuant to the terms of service for Office 365 ProPlus, 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 Office 365 ProPlus subscription it must uninstall Office Professional Plus 2013 software from the USB drive.

2.2 Office Multi Language Pack

Customers with Office 365 Application subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office 365 Application.

2.3 Office Online

If Customer has a License for Office 365 ProPlus, then Customer may use Office Online services. Each of Customer's Licensed Users of Office 365 ProPlus may access Office Online services for viewing and editing documents, as long as they are also licensed for SharePoint Online or OneDrive for Business.

2.4 Open Value Subscription Migration Period

For each unit of Office 365 ProPlus, Midsize Business, Enterprise E3-E5, or Education E3-E5 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.

2.5 Deployment Rights for Visio Professional

Visio Online Plan 2 users may install and use a single copy of either Visio Standard or Visio Professional software as follows:

a. if the user is licensed for Office Standard or Office Professional Plus[1]; and
b. only on the device on which Office is installed on.

[1]Office Professional Plus users licensed under the Microsoft 365 From SA User SL are eligible for this right.

2.6 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

2.6.1 Extended Use Rights

2.6.1.1 Office Professional Plus

Institutions with Office 365 ProPlus User SLs assigned to all faculty/staff or knowledge workers 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 under the Microsoft Cloud Agreement or by way of the Student Use Benefit.

2.6.1.2 Office 365 ProPlus

Provided an Institution has licensed Office 365 ProPlus for all faculty/staff in its defined Organization under an Open Value Subscription Agreement for Education Solutions or an Enrollment for Education Solutions (pre-2017), Institution is eligible to acquire Licenses for Office 365 ProPlus for all full- or part-time students enrolled in any educational institution that is part of Institution's defined Organization at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.6.2 Lab and Library Use

Institutions with Office 365 ProPlus User SLs assigned to all faculty/staff 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. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.6.3 Graduation Benefit

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Office Professional Plus on a Student Qualified Device to any 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. Institution may not, however, transfer rights related to access Licenses, including CALs, or Online Services to Graduates. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.7 Multi-Geo Capabilities in Office 365

Multi-Geo Capabilities in Office 365 subscriptions are subject to the following:

a. A minimum of 5,000 Office 365 Services subscriptions per Customer;
b. A minimum of 5% of Customer's Office 365 Services subscriptions have a corresponding Multi-Geo Capabilities in Office 365 subscription;
c. Except for the initial provisioning of a Multi-Geo Capabilities in Office 365 subscription, Geo moves per month are limited to the lesser of (i) 4,000 or (ii) 5% of Customer's Multi-Geo Capabilities in Office 365 subscriptions; and
d. Customer must have a billing address in India to assign Multi-Geo Capabilities in Office 365 subscriptions to users in India.

For this clause Office 365 Services means Online Services that include one of the following; F1, E1, E3, and E5 versions of Office 365 or Microsoft 365 or Plans 1 or 2 of Exchange Online, OneDrive for Business or SharePoint Online.

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Office 365 Suites

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Business Essentials		OM			OM, P		A		
Office 365 Business Premium		OM			OM, P		A		
Office 365 A1 (User SL)	1						A	A,ST	
Office 365 A3 (User SL)	(1)						A	EO,EP,ST	
Office 365 A5 (User SL)	(1)							EO,EP,ST	
Office 365 A5 Add-on (User SL)								AO,EO,ST	
Office 365 Enterprise E1 (User SL)	1	OM		UC	EO,OM, P	EO,UC			
Office 365 Enterprise E1 From SA (User SL)						EO,UC			
Office 365 Enterprise E3 (User SL)	1	OM		UC	EO,OM, P	EO,UC			
Office 365 Enterprise E3 From SA (User SL)						EO,UC			
Office 365 Enterprise E4 (User SL)	1			UC					
Office 365 Enterprise E4 From SA (User SL)						UC			
Office 365 Enterprise E5 (User SL)	1			UC		EO,UC			
Office 365 Enterprise E5 From SA (User SL)						EO,UC			
Office 365 Enterprise E1, E3 Add-on (User SL)	1			UC	OW	EO,UC			
Office 365 Enterprise E4 Add-on (User SL)	1			UC		UC			
Office 365 Enterprise E5 Add-on (User SL)					OW	EO			
Office 365 Enterprise E3 without ProPlus Add-on (User SL)						EO,UC			
Office 365 Enterprise E4 without ProPlus Add-on (User SL)						UC			
Office 365 Enterprise F1 (User SL)	1			UC		A,UC			

2. Product Conditions

Terms of Service: OST	Product Pool: All Application and Server (E1 and F1 Server only), MPSA – All Application only	Extended Term Eligible: Enterprise, A3/A5, Government, F
Migration Rights: N/A	Prerequisite: N/A	Promotions: N/A
Qualified User Exemption: F only	Reduction Eligible: Enterprise, A3/A5, Government, F	Reduction Eligible (SCE): F1
Student Use Benefit: See Appendix H	True-Up Eligible: Enterprise, Government, F	Add-ons and From SA: See Appendix C

2.1 United States Government Community Cloud Service

For Office 365 Suites identified above in Program Availability as UC, refer to the program availability table for each suite component to find which components are UC services.

2.2 Office 365 Enterprise F1

Office 365 Enterprise F1 is formerly known as Business Productivity Online Deskless Suite (BPOS Deskless). Customers in Brazil and Chile purchasing Office 365 Enterprise F1 will be provisioned on BPOS Deskless. These customers may migrate to Office 365 Enterprise F1.

2.3 Office Multi Language Pack

Customers with Office 365 Suite that include Office 365 ProPlus may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 Suite.

2.4 Office 365 Midsize Business Product Key Redemption

Office 365 Midsize Business is available until September 30, 2015, after which unredeemed subscriptions may be used for a successor product.

2.5 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

2.5.1 Campus and School Acquisitions

Under Campus and School Agreement, subscription licenses for Office 365 A3/A5 Suites must be acquired per user on an Institution-wide basis. If additional User SLs are required to access Office 365 A3/A5 Suites mid-term, Institution must submit an order for such Licenses. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Education Platform Product; or School Desktop Platform Product, Enterprise Online Service, or Student Offering as set forth in Customer's volume licensing agreement.

2.5.2 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 under the Microsoft Cloud Agreement or by way of the Student Use Benefit.

2.5.3 Extended Use Rights for Office 365 ProPlus

Institutions with Office Professional Plus Software Assurance assigned to all faculty and staff are eligible to acquire Licenses for Office 365 ProPlus for all faculty and staff part of Institution's organization at no additional cost to Institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of Institution's minimum order requirements.

2.5.4 Lab and Library Use

Institutions with Office 365 A3/A5 User SLs assigned to all faculty/staff 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. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

2.5.5 Graduation Benefit

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Office Professional Plus on a Student Qualified Device to any 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. Institution may not, however, transfer rights related to access Licenses, including CALs, or Online Services to Graduates. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

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Office 365 Cloud App Security

1. Program Availability

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

2. Product Conditions

Terms of Service: OST	Product Pool: Application	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	

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Microsoft MyAnalytics

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft MyAnalytics (User SL)		OM		UC	P	A,UC	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: All	Reduction Eligible: All	Reduction Eligible (SCE): N/A

Student Use Benefit: N/A	True-Up Eligible: All	

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Office 365 Advanced Compliance

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Advanced Compliance (User SL)		OM		UC	P	A,UC	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: All	Reduction Eligible: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

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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		A	
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	A,ST	
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	
Office 365 Advanced Threat Protection (User SL)		OM		UC	P	A,UC	A	A,ST	
Office 365 Threat Intelligence (User SL)		OM			P	A		A,ST	
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: N/A	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 Exchange Online Archiving for Exchange Server

Exchange Online Archiving for Exchange Server is a successor Online Service to Exchange Hosted Archive.

2.2 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.

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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 (User SL)	1	OM		UC	P	A,UC			
OneDrive for Business Plan 2 (User SL)	1	OM		UC	P	A,UC			

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	

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Project Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Project Online Essentials (User SL)	1	OM			P	A,UC	A	A,ST	
Project Online Essentials Add-on (User SL)						A,UC			
Project Online Professional (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Online Professional Add-on (User SL)						A,UC			
Project Online Professional From SA (User SL)						A,UC			
Project Online Premium (User SL)	1	OM			OM, P	A,UC	A	A,ST	
Project Online Premium Add-on (User SL)						A,UC			
Project Online Premium 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: 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	Add-ons and From SA: See Appendix C

2.1 Office Multi Language Pack

Customers with Project Online Professional or Project Online Premium subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying subscription.

2.2 Deployment Rights for Project Professional

Project Online Professional or Project Online Premium users may install and use a single copy of either Project Standard or Project Professional software as follows:

a. if the user is licensed for Office Standard or Office Professional Plus[1]; and
b. only on the device on which Office is installed on.

[1]Office Professional Plus users licensed under the Microsoft 365 From SA User SL grant are eligible for this right.

2.3 Project Online and Project Pro for Office 365 Product Key Redemption

Project Online and Project Pro for Office 365 subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until December 31st, 2016, after which unredeemed subscriptions may be used for a successor product.

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SharePoint Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
SharePoint Online Plan 1 (User SL)	1	OM		UC	P	A,UC			
SharePoint Online Plan 1 Add-on (User SL)						A			
SharePoint Online Plan 2 (User SL)	1	OM		UC	P	A,UC			
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: N/A	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

2.1 SharePoint Online Plan 1 with Yammer and SharePoint Online Plan 2 with Yammer Key Redemption

SharePoint Online Plan 1 with Yammer or SharePoint Online Plan 2 with Yammer subscriptions licensed through Open, Open Value, or Open Value Subscription agreements may be redeemed until October 31, 2015, after which unredeemed subscriptions may be used for a product that includes either of those services.

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Skype for Business Online

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Skype for Business Online Plan 1 (User SL)	1	OM		UC	OM, P	A,UC			
Skype for Business Online Plan 1 Add-on (User SL)						A,UC			
Skype for Business Online Plan 2 (User SL)	1	OM		UC	OM, P	A,UC			
Phone System (User SL)		OM		UC	P	A,UC		A,ST	
Audio Conferencing (User SL)		OM		UC	P	A,UC	A	A,ST	
Calling Plan (User SL)				UC		A,UC		A,ST	
Common Area Phone (Device SL)						A,UC		A,ST	
Communication Credits						A,UC			

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 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 Lync for Mac 2011

Skype for Business Online Plan 1 and Plan 2 require the separate purchase and installation of Skype for Business 2015 (or Lync for Mac 2011) to access the complete feature set of Skype for Business Online Plan 1 and Plan 2. As a limited time offer, customers licensed for Skype for Business Online receive one licensed copy of Lync for Mac 2011 at no cost with each trial or paid subscription License to Skype for Business Online. The software may only be used with Skype for Business Online, and all rights to use the software will terminate upon expiration of the underlying subscription License or migration to the next version of Skype for Business Online, whichever comes first. Customers may use the free Skype for Business Basic 2015 client for their Windows-Based end users.

2.2 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 funds customer allocates to the Communication Credits may be used for those services, and 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.

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Workplace Analytics

Program Availability

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

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	

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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 Enterprise Fee Monthly Subscription	25				P	A			
Mobile Asset Management Platform Monthly Subscription	25				P	A			
Bing Maps Internal Website Usage 100K Transactions Monthly Subscription	125				P	A			
Bing Maps Internal Website Usage 500K (and higher) Transactions Monthly Subscription	200				P	A			
Bing Maps Known Per User Monthly Subscription	1				P	A			
Bing Maps Known 5K User Monthly Subscription	200				P	A			
Bing Maps Light Known 500 User Monthly Subscription	1				P	A			
Bing Maps Light Known 5K User Monthly Subscription	125				P	A			
Mobile Asset Management Per Asset Monthly Subscriptions	1				P	A			
Bing Maps Public Website Usage 100K Transaction Monthly Subscription	50				P	A			
Bing Maps Public Website Usage 500K (and higher) Transactions Monthly Subscription	200				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 Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on 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 Public Website Usage Add-on SL or Bing Maps Internal Website Usage Add-on 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.

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Business Application Platform

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Flow Plan 1 (User SL)				A		A		A,ST	
Microsoft Flow Plan 2 (User SL)				A		A		A,ST	
Microsoft PowerApps Plan 1 (Device and User SL)				A		A		A,ST	
Microsoft PowerApps Plan 2 (User SL)				A		A		A,ST	
Microsoft Stream Plan 1					P	A		A,ST	
Microsoft Stream Plan 2					P	A		A,ST	
Microsoft Stream Plan 2 Add-on						A			
Microsoft Stream Storage Add-on (500GB)					P	A		A,ST	
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 Promo						A			
Power BI Pro	1	OM		UC	OM, P	A,UC			
Power BI Pro A	1	OM					A	A,ST	

2. Product Conditions

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

2.1 Power BI Report Server – Running Instances

For each Microsoft Power BI Premium 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. 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 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 for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software.

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Microsoft Kaizala Pro

1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP

Microsoft Kaizala Pro (User SL)	1					EO, A		A,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: All	Reduction Eligible (SCE): All
Student Use Benefit: N/A	True-Up Eligible: All	

2.1 Geographic Availability

Kaizala is only available in Brazil, India, Kenya, and the Philippines.

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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	

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Microsoft Intune

1. Program Availability

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

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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.

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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	

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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 of the Product in conjunction with software running on the Licensed Server, in anticipation of a fail-over event. 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. 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 License Server and access license, if any

Government Community Cloud (U.S. only): 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.

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 Commitment.

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

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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.

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 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 United States Government Community Cloud Service.

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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 = Microsoft Cloud Agreement: Microsoft Cloud Agreement is used in the Cloud Solution Provider program.

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, 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.

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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.

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.

Cycle Harvesting Node means a device that is not dedicated to running Clustered HPC Applications or job scheduling services for Clustered HPC Applications.

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 either Customer's or its Affiliates' employees, or its or its affiliates' onsite contractors or onsite agents.

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 to which a License is assigned. 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 http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx 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. 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.

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.

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 feature of Windows Server that utilizes a virtual operating system environment. Each Windows Server Container with Hyper-V isolation is considered to be 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.

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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.

	Office 365 Enterprise/Education				Core CAL					Enterprise CAL					Enterprise Mobility + Security		Microsoft 365 Education			Microsoft 365 Business	Microsoft 365		Dynamics 365 Enterprise		
Servers	E1	E/A3	E4	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		E3	E5	Cust Eng	Uni Ops	Plan
Exchange Server 2016 Standard																									
Base	■	■	■	■	■		■		■	■		■		■			■	■	■	■	■	■			
Additive		■	■	■						■		■		■				■	■		■	■			
Exchange Server 2016 Enterprise																									
Base	■	■	■	■	■		■		■	■		■		■			■	■	■	■	■	■			
Additive		■	■	■						■		■		■				■	■		■	■			
SharePoint Server 2016																									
Base	■	■	■	■	■		■		■	■		■		■			■	■	■	■	■	■			
Additive		■	■	■						■		■		■				■	■		■	■			
Microsoft Audit and Control Management Server 2013																									
Base		■	■	■						■		■						■	■	■	■	■			
Skype for Business Server 2015																									
Base	■	■	■	■	■		■		■	■		■		■			■	■	■	■	■	■			
Additive(Ent)	■	■	■	■						■		■		■				■	■	■	■	■			
Additive (Pls)			■	■															■			■			
Windows MultiPoint Server 2016 Premium (Academic only)																									
Base					■	■	■	■		■	■	■	■		■	■	■	■	■		■	■			
Additive										■	■	■	■		■	■		■	■		■	■			
Windows Server 2016 Standard																									
Base					■	■	■	■		■	■	■	■		■	■	■	■	■		■	■			
Additive (RMS)										■	■	■	■		■	■		■	■		■	■			
Additive (MIM)															■	■		■	■		■	■			
Windows Server 2016 Data Center																									
Base					■	■	■	■		■	■	■	■		■	■	■	■	■		■	■			
Additive (RMS)										■	■	■	■		■	■		■	■		■	■			
Additive (MIM)															■	■		■	■		■	■			
Advanced Threat Analytics 2016																									
Management										■	■		■		■	■		■	■		■	■			
System Center Configuration Manager 1606																									
Management					■	■				■	■				■	■	■	■	■		■	■			
Microsoft Dynamics 365 On-premises Server																									
Sales																							■		■
Cust Service																							■		■
Microsoft Dynamics 365 On-premises Operations Server																									
Operations																								■	■

***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 System Center Configuration Manager 1606 users licensed through the Student Use Benefit program do not satisfy the License requirement for access to (or management of) the Products in this table. A license for the Core CAL and Enterprise CAL Suite includes with active SA coverage provides rights equivalent to System Center Endpoint Protection 1606. 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 from an OEM may acquire SA for Microsoft Office Standard 2016 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.

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.

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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.

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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.

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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 Online, Office Online Server	X		
Planning Services	X		X
Enterprise Source Licensing Program		X	
Enterprise Sideloading		X	
Windows Thin PC		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Training Vouchers	X	X	
E-Learning	X	X	X
Home Use Program	X		
24x7 Problem Resolution Support	X	X	X
Microsoft Dynamics CustomerSource			X

Step-Up License	X		X
System Center Global Service Monitor			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 for Customer Service CAL, Microsoft Dynamics 365 for Sales CAL, Dynamics 365 for Operations Server, Microsoft Dynamics 365 for 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 Online Services and Office Online Server

Users of a device licensed with the qualifying applications may access Office Online services and Office Online Server for editing documents from the Licensed Device. The Primary User of the Licensed Device may access Office Online 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 Online for Office 365 Office Online Server

Users must also be licensed for SharePoint Online or OneDrive for Business plans to access Office Online service.

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 for Customer Service CAL, Microsoft Dynamics 365 for Sales CAL, Dynamics 365 for Operations Server, Microsoft Dynamics 365 for 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	25

Professional Subscription, Visual Studio Test Professional Subscription, Microsoft Dynamics AX Enterprise CAL, Microsoft Dynamics 365 for Operations CAL	
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 http://www.microsoft.com/licensing/software-assurance/planning-services-overview.aspx.

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. Upon request customers can also convert (and un-convert) unused Training Voucher days (see the Training Voucher benefit) at a rate of three Training Voucher days into one Planning Service Day, if they (i) are currently eligible for the Training Voucher benefit, (ii) have activated their Training Voucher benefit, and (iii) have at least 3 unclaimed training days from Training Voucher benefit available for conversion.

- 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: http://directory.partners.extranet.microsoft.com/psbproviders
- 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.

E-Learning

This benefit varies by Applications, Systems, and Servers. Eligible customers will receive access to qualifying online learning/E-learning courses (for Applications, Systems, and/or Servers) per qualifying enrollment/agreement.

The maximum number of users for which a Customer may use the E-Learning training is equal to the number of licensed copies of qualifying products that Customer has enrolled in SA. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another.

Home Use Program

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

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

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

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2010/2013/2016 Office Professional Plus 2010/2013/2016 Office for Mac Standard 2011/Office 2016 for Mac Standard	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Skype for Business DL HUP
Access 2010/2013/2016 Excel 2010/2013/2016 PowerPoint 2010/2013/2016 InfoPath 2010/2013/2016 Lync 2010/2013/2015 OneNote 2010/2013/2016	Office Professional Plus 2016 HUP and Office 2016 for Mac Home & Business with Skype for Business DL HUP

Outlook 2010/2013/2016 Publisher 2010/2013/2016 Skype for Business 2015 Word 2010/2013/2016	
Visio Standard 2010/2013 /2016 Visio Professional 2010/2013/2016	Visio Professional 2016 HUP
Project Standard 2010/2013/2016 Project Professional 2010/2013/2016	Project Professional 2016 HUP

For more information, including information on the future availability of additional Home Use Program software, refer to http://www.microsoft.com/licensing.

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

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 basis2 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	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

	or no impediments of services.		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. For more details, refer to the Enterprise Edition Step-Up License Volume Licensing Brief: http://www.microsoft.com/licensing

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 for Team Members On-premises CAL	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Customer Service On-premises CAL
Microsoft Dynamics 365 for Team Members On-premises CAL	Microsoft Dynamics 365 for Operations Activity On-premises CAL
Microsoft Dynamics 365 for Operations Activity On-premises CAL	Microsoft Dynamics 365 for Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Parallel Data Warehouse Core	SQL Server Enterprise Core
SQL Server Standard	SQL Server Business Intelligence
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.

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 Platform Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility Validation 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. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server
Management Servers	System Center 2016 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2016 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

For Products that are also granted Fail-Over Rights, Customer may run passive fail-over Instances 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.

If Customer delivers the Unified Solution from shared servers, 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. 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.

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.

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Appendix C - Add-ons & Other Transition Licenses

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Add-ons

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

i. Customer must have active SA 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 Education E5 Per Device Add-on	Windows 10 Enterprise/Education E3 Per Device
Windows 10 Enterprise E3 Per User Add-on	
Windows 10 Enterprise E5 Per Device or User Add-on	
Windows 10 User OLS Activation E3/E5 Add-on	Windows 10 Enterprise E3/E5 Per User
	Windows VDA E3/E5 Per User

Microsoft Operations Management and Security

For each Qualifying License Customer may purchase a combination of E1 and E2 Add-ons up to the Eligible Quantity.

An Operations Management and Security Add-on SL may be purchased under a different volume licensing agreement than its Qualifying License. If the SA coverage for the Qualifying License expires first, the Operations Management and Security Add-on SL will expire at its next enrollment anniversary.

Add-on User SL	Qualifying License(s)	Eligible Quantity
Operations Management and Security E1/E2 Add-on	Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	1/4 (requires a minimum of four qualifying licenses)
	System Center Standard (2-packs of Core Licenses)	
Operations Management and Security E1/E2 Add-on	Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	1
	System Center Datacenter (2-packs of Core License)	
Operations Management and Security E1/E2 Add-on	Core Infrastructure Server Suite Standard (2 processor)	2
	System Center Standard (2 processor)	
Operations Management and Security E1/E2 Add-on	Core Infrastructure Server Suite Datacenter (2 processor)	8
	System Center Datacenter (2 processor)	

Microsoft Azure User Plans

Add-on User SL	Qualifying License(s)
Azure Information Protection Premium Plan 1/2 Add-on (User SL)	Enterprise CAL Suite
Azure Advanced Threat Protection for Users Client Management License Add-on (User SL)	Advanced Threat Protection 2016 Client Management License per User

Microsoft 365

Add-on User SL	Qualifying License(s)
Microsoft 365 E3/E5 Add-on (User SL)	Windows 10 Enterprise/Education E3 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 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)
Microsoft Dynamics 365 for Team Members, Enterprise edition Add-on	Microsoft Dynamics AX Task CAL
	Microsoft Dynamics AX Self Serve CAL
	Microsoft Dynamics CRM Essentials CAL
	Microsoft Dynamics 365 for Team Members On-premises CAL
Microsoft Dynamics 365 for Operations Device, Enterprise edition Add-on	Microsoft Dynamics AX Task CAL (Device)
	Microsoft Dynamics 365 for Operations Device CAL
Microsoft Dynamics 365 for Operations Activity, Enterprise edition Add-on	Microsoft Dynamics 365 for Operations Activity CAL
Microsoft Dynamics 365 Plan Enterprise edition Add-on	Microsoft Dynamics AX Functional/Enterprise CAL
	Microsoft Dynamics 365 for Operations CAL
Microsoft Dynamics 365 for Retail, Enterprise edition Add-on	Microsoft Dynamics AX Functional/Enterprise CAL
	Microsoft Dynamics 365 for Operations CAL
Microsoft Dynamics 365 for Talent, Enterprise Edition Add-on	Microsoft Dynamics AX Enterprise CAL
Microsoft Dynamics 365 for Sales Professional Add-on	Microsoft Dynamics CRM Basic CAL
Microsoft Dynamics 365 for Sales, Enterprise edition Add-on	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition Add-on	Microsoft Dynamics CRM Basic CAL
	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Customer Service, Enterprise edition Add-on	Microsoft Dynamics CRM Basic CAL
	Microsoft Dynamics 365 for Customer Service On-premises CAL
Microsoft Dynamics 365, Enterprise edition Plan 1 Add-on	Microsoft Dynamics CRM Basic CAL
	Microsoft Dynamics 365 for Customer Service On-premises CAL
Microsoft Dynamics 365 for Case Management, Enterprise edition Add-on	Microsoft Dynamics 365 for Case Management CAL
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition Add-on	Microsoft Dynamics CRM Professional CAL

Office 365 Applications

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 Enterprise/Government E1 Add-on	Core CAL Suite

Office 365 Enterprise/Government E3 without ProPlus Add-ons	
Office 365 Enterprise /Government E4 without ProPlus Add-ons	
Office 365 A5 Add-on	
Exchange Online Plan 1 Add-on	
Skype for Business Online Plan 1 Add-on	
SharePoint Online Plan 1 Add-on	
Office 365 Enterprise/Government E3 Add-on	Core CAL Suite, and Office Professional Plus
Office 365 Enterprise/Government E4 Add-on	
Office 365 Enterprise/Government E5 Add-on	
Office 365 A5 Add-on	
Office 365 Enterprise/Government E3 without ProPlus Add-on	Enterprise CAL Suite
Office 365 Enterprise/Government E4 without ProPlus Add-on	
Office 365 A5 Add-on	
Office 365 Enterprise/Government E3 Add-on	Enterprise CAL Suite, and Office Professional Plus
Office 365 Enterprise/Government E4 Add-on	
Office 365 Enterprise/Government E5 Add-on	
Office 365 A5 Add-on	
Office 365 Enterprise E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)	Office Professional Plus

Multi-Geo Capabilities in Office 365

Add-on User SL	Qualifying License(s)
Multi-Geo Capabilities in Office 365 Add-on	Microsoft 365 F1, E1, E3 or E5
	Office 365 F1, E1, E3 or E5
	Exchange Online Plan 1 or Plan 2
	OneDrive for Business Plan 1 or Plan 2
	SharePoint Online Plan 1 or Plan 2

Exchange Online

Add-on User SL	Qualifying License(s)
Exchange Online Plan 1 Add-on (User SL)	Exchange Standard CAL
	Core CAL Suite

Project Online

Add-on User SL	Qualifying License(s)
Project Online Professional Add-on	Project Professional
Project Online Premium Add-on	
Project Online Professional Add-on	Project Standard
Project Online Premium Add-on	
Project Online Essentials Add-on	Project Server CAL
Project Online Professional Add-on	
Project Online Premium Add-on	

SharePoint Online

Add-on User SL	Qualifying License(s)
SharePoint Online Plan 1 Add-on	SharePoint Standard CAL
	Core CAL Suite

Skype for Business Online

Add-on User SL	Qualifying License(s)

Skype for Business Online Plan 1 Add-on	Skype for Business 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
Microsoft Intune for EDU Add-on (User SL)	Core CAL Suite
	Enterprise CAL Suite

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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 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, 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 use requirements in the Windows Desktop Operating System section 4.4.

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 Per User From SA (SL)	SA for the Windows Desktop Operating System

Microsoft Operations Management and Security

For each Qualifying License, customer may purchase a combination of E1 and E2 From SA SLs up to the Eligible Quantity.

From SA User SL	Qualifying License(s)	Eligible Quantity
Operations Management and Security E1/E2 From SA	Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	1/4 (requires a minimum of four qualifying licenses)
	System Center Standard (2-packs of Core Licenses)	
Operations Management and Security E1/E2 From SA	Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	1
	System Center Datacenter (2-packs of Core Licenses)	
Operations Management and Security E1/E2	Core Infrastructure Server Suite Standard (2	2

From SA	processor)	
	System Center Standard (2 processor)	
Operations Management and Security E1/E2 From SA	Core Infrastructure Server Suite Datacenter (2 processor)	8
	System Center Datacenter (2 processor)	

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 Enterprise 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

From SA User SL	Qualifying License(s)
Microsoft Dynamics 365 for Team Members, Enterprise edition From SA	Microsoft Dynamics AX Task CAL
	Microsoft Dynamics AX Self Serve CAL
	Microsoft Dynamics CRM Essentials CAL
	Microsoft Dynamics 365 for Team Members On-premises CAL
Microsoft Dynamics 365 for Operations Device, Enterprise edition From SA	Microsoft Dynamics AX Task CAL (Device)
	Microsoft Dynamics 365 for Operations Device CAL
Microsoft Dynamics 365 for Operations Activity, Enterprise edition From SA	Microsoft Dynamics 365 for Operations Activity CAL
Microsoft Dynamics 365 Plan, Enterprise edition From SA	Microsoft Dynamics AX Functional/Enterprise CAL
	Microsoft Dynamics 365 for Operations CAL
Microsoft Dynamics 365 for Retail, Enterprise edition From SA	Microsoft Dynamics AX Functional/Enterprise CAL
	Microsoft Dynamics 365 for Operations CAL
Microsoft Dynamics 365 for Talent, Enterprise edition From SA	Microsoft Dynamics AX Enterprise CAL
Microsoft Dynamics 365 for Sales Professional From SA	Microsoft Dynamics CRM Basic CAL
Microsoft Dynamics 365 for Sales, Enterprise edition From SA	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition From SA	Microsoft Dynamics CRM Basic CAL
	Microsoft Dynamics 365 for Sales On-premises CAL
Microsoft Dynamics 365 for Customer Service, Enterprise edition From SA	Microsoft Dynamics CRM Basic CAL
	Microsoft Dynamics 365 for Customer Service On-premises CAL
Microsoft Dynamics 365, Enterprise edition Plan 1 From SA	Microsoft Dynamics CRM Basic CAL
	Microsoft Dynamics 365 for Customer Service On-premises CAL
Microsoft Dynamics 365 for Case Management, Enterprise edition From SA	Microsoft Dynamics for Sales On-premises CAL
Microsoft Dynamics 365 Customer Engagement Plan, Enterprise edition From SA	Microsoft Dynamics CRM Professional CAL

Office 365 Applications

From SA User SL	Qualifying License(s)
Office 365 ProPlus From SA	Office Professional Plus
Visio Online Plan 1 and 2 From SA	Visio Professional
Visio Online Plan 1 From SA	Visio Standard

Office 365 Suites

Office 365 (Enterprise E1, E3, E5 and Government E1, E3, E4) 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 Enterprise/Government E1 From SA	Core CAL Suite	Core CAL Bridge for Office 365 or Enterprise Mobility + Security
Office 365 (Enterprise E3, E5 & Government E3, E4) From SA	Office Professional Plus and Core CAL Suite	
Office 365 (Enterprise E3, E5 & Government E3, E4) From SA	Office Professional Plus and Enterprise CAL Suite	Enterprise CAL Bridge for Office 365 or Enterprise Mobility + Security

Project Online

From SA User SL	Qualifying License(s)
Project Online Professional From SA	Project Professional
	Project Server CAL
Project Online Premium From SA	Project Professional
	Project Server CAL

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

[1] *Business 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

[1] *Business Hours are defined locally.*
[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.*

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 Enterprise Agreement:

Area	Enterprise Strategy Connect	Enterprise Strategy Foundation	Enterprise Strategy Portfolio
SKU Product Family	9TH-xxxx	8A3-xxxx	9RO-xxxx
Service Delivery	Up to 400 hours in aggregate of a	Up to 800 hours in aggregate of a	Up to 1600 hours in aggregate of a

	Microsoft Digital Advisor and the Enterprise Service Delivery Team	Microsoft Digital Advisor and the Enterprise Service Delivery Team	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. Where onsite visits of Microsoft Consultants are mutually agreed and not pre-paid, Customer is responsible for reasonable travel and living expenses.

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.

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.**

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Appendix F – Promotions

Azure Compute Capacity Promotion

From November 1, 2015 to December 31, 2017, the Azure Compute Capacity promo offers discounts on A, A_v2, D, D_v2, F, M, G, H & L Series Compute instances as non-coterminous 12 month subscriptions.

SQL Server 2017 for Linux Promotion

From October 1, 2017 until September 30, 2018, Microsoft will offer a Linux-specific subscription license for SQL Server 2017. Notwithstanding the platform agnostic rights otherwise provided under SQL Server 2017 licenses, licenses sold under the SQL Server for Linux promotion allow use of SQL Server on the Linux platform only.

Appendix G - 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.

Appendix H - Student Use Benefits and Academic Programs

This section highlights the specific benefits provided to students in OVS-ES, EES, and CSP programs. Students using licenses granted via Student Use Benefits program must be licensed separately to access on-premises productivity or infrastructure server software.

Enrollment for Education Solutions 2017 Entitlements by Qualifying Suite

The following Qualifying Products for EES 2017 provide a Student Use Benefit for the products identified in the Student Use Benefit column.

	Qualifying Products								
	Microsoft 365 Education		Windows 10 Education		Enterprise Mobility + Security		Office 365		
Student Use Benefit	A3[1]	A5	E3	E5	E3	E5	ProPlus	A3	A5
Office 365 ProPlus	■	■					■	■	■
Windows 10 Education E3[2,3]	■	■	■	■					
Advanced Threat Analytics	■	■			■	■			
Azure AD P1	■				■				
Azure AD P2		■				■			
Intune for Education	■	■			■	■			
Minecraft: Education Edition	■	■							
Office 365 Cloud App Security	■	■						■	■
Office 365 Advanced Threat Protection		■							■

[1]*Includes Microsoft 365 Education A3 with Core CAL equivalency.*
[2]*Institution owned devices can choose Windows Education or Enterprise.*
[3]*Users licensed through the Student Use Benefit program must be licensed separately to utilize Windows virtualization rights.*

Availability and Entitlements

The following table provides a list of the products that provide student use benefits by program. In addition, the quantity of student benefit instances is defined for each faculty/staff or knowledge worker offer.

Qualifying Product	Student Instances Provided per Faculty/Staff or Knowledge Worker	OVS-ES	School	EES	CSP
Advanced Threat Analytics	15	■	■	■	
Azure Active Directory Premium Plan 1 & Plan 2	15	■	■	■	
Desktop Education	40	■	■	■	
Enterprise Mobility + Security E3[1]	40	■		■	■
Enterprise Mobility + Security E5[2]	40	■		■	■
Microsoft 365 Education A3/A5[3]	40			■	■
Microsoft Intune for Education	15	■	■	■	■
Minecraft: Education Edition[4]	15	■	■	■	■
Office 365 Advanced Threat Protection	15	■	■	■	■
Office 365 ProPlus	15	■	■	■	■
Office 365 A3/A5	40	■		■	■
Office 365 Cloud App Security	15		■	■	■
Office Professional Plus	15	■	■	■	
Windows 10 Education A3/A5 (Per User)[3]	40				■
Windows 10 Education E3/E5 (Per User)[3]	40			■	
Windows 10 Education E5 (Per Device)[3]	40	■	■		
Windows 10 Education Upgrade (Per Device)[3]	40		■		

[1]*The Student Use Benefit offer does not include Azure Information Protection.*
[2]*The Student Use Benefit offer does not include Azure Information Protection and Microsoft Cloud App Security.*
[3]*Users licensed through the Student Use Benefit program must be licensed separately to utilize Windows virtualization rights.*
[4]*Institutions may acquire Licenses of Minecraft: Education Edition at no charge for its students if it has purchased Licenses of the Minecraft: Education Edition Faculty offering for all of its Faculty/Staff or Knowledge Workers. Licenses acquired by this method are not eligible for fulfilling any order requirements.*

Windows Desktop Operating System Limitations

Licenses acquired through the Student Use Benefit do not include Windows virtualization rights.

Enrollment for Education Solutions (Pre 2017 Version) Program Availability

Identifies for each Product the offering type for pre 2017 EES customers.

Products	EES
Desktop Education (Professional or Enterprise)	ED,ST
Core CAL Suite (Device and User)	ED,ST
Enterprise CAL Suite (Device and User)	ED,ST
Office Professional Plus 2016	ED,ST
Windows 10 Education Upgrade (Per Device)	ED,ST
Windows 10 Education E5 (Per Device)	ED,ST

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