Appendix A
Microsoft License Terms and Conditions

MICROSOFT CORPORATION ("MICROSOFT") IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE MICROSOFT LICENSE TERMS AND CONDITIONS APPLY TO MIRCOSOFT PRODUCTS THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT (THE "CONTRACT"). THESE MICROSOFT LICENSE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

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In this agreement, the following definitions apply:

"Additional Product" means any Product identified as such in the Product List and chosen for Enrolled Affiliate under the applicable Enrollment and identified on your Order.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) an Enrolled Affiliate with Customer Data that is subject to Government regulations for which the Enrolled Affiliate determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet the Enrolled Affiliate's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Enrolled Affiliate through its use of the Online Services.

Any reference in this agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

"Enrollment" means the document that Government Partner submits to Microsoft to place orders for Enrolled Affiliate.

"Enrolled Affiliate" or "you" means any entity of the United States or entity authorized by the United States that enters into a Government Contract for Products with Government Partner.

"Enterprise" means Enrolled Affiliate and the Affiliates listed on an Enrollment.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms for which Government Partner chooses to order License(s) under an Enrollment for Enrolled Affiliate. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as Product service packs), or provides to Enrolled Affiliate to address a specific issue.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Government Contract" means the Government Partner's GSA Schedule Contract, which incorporates these Microsoft License Terms and Conditions.

"Government Partner" means the entity from whom you place your order for Products under the Government Contract.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"License" means Enrolled Affiliate's right to use the quantity of a Product ordered. For certain Products, a License may be available on a subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses under these Additional Use Right and Restrictions.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Order" means the order placed by you to the Government Partner under the Government Partner's GSA Schedule contract.

"Product" means all products identified on the Product Terms, such as software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

"Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site at http://explore.ms./com and is updated from time to time.

 "Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device.

At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or

an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" means an offering that provides new version rights and other benefits for Products as described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

1.   *Licenses for Products.*

Upon Microsoft's acceptance of Government Partner's Enrollment for an Enrolled Affiliate, the Enrolled Affiliate has the following rights during the term of its Order. These rights apply to the Licenses obtained under the Order.

a. **License Grant.** By accepting an Enrollment, Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under the Enrollment. The rights granted are subject to the terms of the Use Rights and the Product Terms and are conditions on Enrolled Affiliate's continued compliance with the terms of this agreement, including, without limitation, payment for the Licenses. Microsoft reserves all rights not expressly granted in this agreement.

b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrollment is renewed or Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. **Applicable Use Rights.**

(i) **Products (other than Online Services)**. The Use Rights in effect on the effective date of the Enrollment will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Product Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft

makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply.   The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

(iii) More restrictive use rights. If a new version of a Product has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enterprise's use of that Product during the term.

d. **Downgrade rights.** Enterprise may use an earlier version of Product than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enterprise chooses not use the new version immediately.

   (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

   (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. **License confirmation.** The Government Contract, the Order, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses ordered by the Government Partner under an Enrollment for an Enrolled Affiliate.

g. **Reorganizations, Consolidations, and Privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of a reorganization, consolidation, or privatization of any member of the Enterprise, Microsoft will work with Government Partner in good faith to determine how to accommodate the Enterprise's changed circumstances in the context of these Additional Use Rights and Restrictions.

h. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

i. **Program updates.** Microsoft may make a change to the Enterprise and/or Enterprise Subscription programs that will make it necessary for Enrolled Affiliates to enter into a new agreement and Enrollments with Government Partner at the time of an Enrollment renewal. If any such updates occur during a current contract, including option periods, such change(s)

will be made at no increase in cost to Enrolled Affiliate: all pricing in the current contract, including contract options will be honored despite any such change(s).

2.   *Making copies of Products and re-imaging rights.*

a.   **General.**   Enrolled Affiliate may make as many copies of the Products as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees that it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of the Government Contract and the Order.

b.   **Copies for training/evaluation and back-up.**   For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c.   **Right to re-image.**   In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under the Order may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i)   Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii)   The Product, language, version and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii)   Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type from the separate source.

(iv)   Enrolled Affiliate must adhere to any Product specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any warranty or support obligation.

3.   *Transferring and assigning licenses.*

a.   **License transfers.**   License transfers are not permitted, except that Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i)   an Affiliate, or

(ii)   a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a reorganization or privatization of an Affiliate or a division of an Affiliate or (2) a consolidation involving Enrolled Affiliate or an Affiliate.

Upon such transfer, Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a transfer of License by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability. Any license transfer not made in compliance with this section will be void.

c. **Internal assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned as described in the Use Rights.

4. *Use, ownership, rights, and restrictions.*

a. **Products.** Use of any Product is governed by the Use Rights specific to each Product and version and by these Additional Use Rights and Restrictions.

(i) **Fixes.** Each fix is under the same license terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fixe will apply.

b. **Non-Microsoft software and technology.**

Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

(i) Microsoft is not a party to and is not bound by any terms governing Enrolled Affiliate's use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are governed by the open source licenses used by the third parties that own such code, not by Microsoft and Microsoft's licensing terms.

(ii) If Enrolled Affiliate installs or uses any non-Microsoft software or technology with the Products or Fixes, it directs and controls the installation in and use of such software or technology in the Products or Fixes, through its actions (e.g., through Enrolled Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Enrolled Affiliate.

(iii) **Restrictions** Enrolled Affiliate must not (and must not attempt to): (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement; or (3) work around any technical limitations in the Products or restrictions in Product documentation. Except as expressly permitted in this agreement, Enrolled Affiliate must not (i) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (ii) distribute, sublicense, rent, lease, lend, or use any Product, or Fix to offer hosting services to a third party.

No transfer of ownership; **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft (1) does not transfer any ownership rights in any Products or Fixes and (2) reserves all rights not expressly granted to Enrolled Affiliate.

5.   *Confidentiality.*

 "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) the receiving party received lawfully from another source without a confidentiality obligation, (3) is independently developed, or (4) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received.

Freedom of Information Act (FOIA). Notwithstanding anything in this section to the contrary, the parties acknowledge and agree that Enrolled Affiliate is subject to the United States Freedom of Information Act (5 U.S.C. § 552) and may disclose information in response to a valid request in accordance with FOIA. Should Enrolled Affiliate receive a request under FOIA for Microsoft's confidential information, Enrolled Affiliate agrees to give Microsoft adequate prior notice of the request and before releasing Microsoft's confidential information to a third party, in order to allow Microsoft sufficient time to seek injunctive relief or other relief against such disclosure.

6.   *Privacy and Compliance with Laws.*

a.   Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of these Microsoft License Terms and Conditions and the applicable Order. Enrolled Affiliate will obtain all required consents from third parties (including Enrolled Affiliate's contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b.   Unless otherwise specified in the Enrollment or the Use Rights, personal information collected under these Microsoft License Terms and Conditions (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

c.   **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user,

end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

7. *Warranties.*

a. **Limited warranties and remedies.**

(i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Enrolled Affiliate is first licensed for that version. If it does not and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Customer paid for the Software license, or (2) repair or replace the Software.

(ii) **Online Services.** Microsoft warrants that each Online Services will perform in accordance with the applicable SLA during the Enrolled Affiliate's use. Enrolled Affiliate's remedies for breach of this warranty are in the SLA.

The remedies above are Enrolled Affiliate's sole remedies for breach of the warranties in this section. Enrolled Affiliate waives any breach of warranty claims not made during the warranty period.

b. **Exclusions.** The warranties in this agreement do not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta Products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. **DISCLAIMER. 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.**

8. *Defense of third party claims.*

a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party that (i) any Product or Fix made available by Microsoft infringes its patent, copyright or trademark or makes unlawful use of its Trade Secret, or (ii) that arises from Microsoft's provision of an Online Service in violation of laws applicable to all online services providers. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (i) Customer Data; (ii) non-Microsoft software; (iii) modifications to a Product or a Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides; (iv) Enrolled Affiliate's combination of a Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process; (v) Enrolled Affiliate's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this agreement; (vi) Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third party claim; or (vii) Products or Fixes provided free of charge.

b. **Your agreement to protect.** Enrolled Affiliate agrees that use of Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's Trade Secret. . In addition, Enrolled Affiliate will not use an Online Service to gain unauthorized

access to or disrupt any service, data, account or network in connection with the use of the Online Services

c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Enrolled Affiliate's use of the Product or Fix, Microsoft will seek to obtain the right for Enrolled Affiliate to keep using it or modify or replace it with a functional equivalent, in which case Enrolled Affiliate must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Enrolled Affiliate's right to the Product or Fix and refund any amounts Enrolled Affiliate has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. **Other terms.** Enrolled Affiliate must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement; and provide reasonable assistance in defending the claims. Microsoft will reimburse Enrolled Affiliate for reasonable out of pocket expenses that it incurs in providing assistance. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

9. *Limitation of liability.*

To the extent permitted by applicable law, for each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of the Agreement, subject to the following:

a. **Online Services**. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. **Exclusions.** 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.

d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

e. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to these Microsoft License Terms and Conditions under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. *True-up Requirements*

a. **True-Up Order**. Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order. If there are no changes, then an update statement must be submitted instead of a true-up order. Microsoft, at its discretion, may validate the true-up data submitted through a formal product deployment assessment using an approved Microsoft partner.

b.   **Enterprise Products.** Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

c.   **Additional Products.** For Additional Products that have been previously ordered, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order , the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

d.   **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use, and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate's Government Partner. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

e.   **Subscription License reductions**. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis if permitted in the Product Terms as follows:

i.   For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses and add-on subscription licenses do not count towards this total count.

ii.   For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

iii.   For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

f.   **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.   The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.

g.   **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled

Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

h.   **Late true-up**. If the true-up order or update statement is not received when due:

(i)   Enrolled Affiliate will be invoiced for all Reserved Licenses not previously ordered; and .

(ii)   *Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).*

i.   **Step-up Licenses**. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

11. Verifying compliance.

a.   **Right to verify compliance.**   Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to verify Enrolled Affiliate's and its Affiliates compliance with the Product's license terms.

b.   **Verification process and limitations.** Microsoft will provide Enrolled Affiliate at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliates operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation and subject to Enrolled Affiliate's security requirements. Enrolled Affiliate must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process; which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.

c.   **Remedies for non-compliance.**   If verification or self-audit reveals any unlicensed use or distribution, then, within 30 days, Contractor will invoice Enrolled Affiliate for sufficient Licenses to cover that use or distribution. If unlicensed use or distribution is 5% or more, Enrolled Affiliate may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of Licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Enrolled Affiliate from disputing any invoice in accordance with the

Contract Disputes Act (41 U.S.C. §§7101-7109). If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

12. Government Community Cloud.

a. **Community requirements.** Agency certifies that all Enrolled Affiliates in the Enterprise are members of the Community and represents that all Enrolled Affiliates in the Enterprise have agreed to use Government Community Cloud Services solely in their capacities as members of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Government Partner's or an Enrolled Affiliate's license(s) for Government Community Cloud Services. Agency acknowledges that only Community members may use Government Community Cloud Services.

   (i) All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.

   (ii) Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

   (iii) Any Enrolled Affiliate in the Enterprise that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

b. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

13.   Miscellaneous.

a. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.

b. **Management and Reporting.** Enrolled Affiliate must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. On the effective date of this agreement and any Enrollments, the contact(s) Enrolled Affiliate has identified for this purpose will be provided access to this site and may assign additional users and contacts.

c. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

d. **Free Products.** Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate purposes only, and is not provided for use by or personal benefit of any specific government employee.

e. **Assignment.** Enrolled Affiliate may assign all its rights under this agreement to an Affiliate, but it must notify Microsoft in writing of the assignment. Any other proposed assignment under this agreement must be approved by the other party in writing. Any assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

f. **Use of contractors.** Microsoft may use contractors to support services but will be responsible for their performance subject to the terms of this agreement.

g. **Third party beneficiary.** Microsoft is a third party beneficiary of this agreement and may enforce its terms.

h. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.

i. **Privacy and Compliance with applicable Laws, privacy and security.**

    (i) Microsoft and Enrolled Affiliate will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry that are not also generally applicable to information technology services providers.

j. **Natural disaster.** In the event of a natural disaster, Microsoft may provide additional assistance or rights to Enrolled Affiliate than are set forth in this agreement by posting them on http://www.microsoft.com at such time.

k. **Disputes.** Any breach of these Microsoft License Terms and Conditions, including Enrolled Affiliate's obligations set forth herein, shall be handled in accordance with the Contracts Disputes Act (41 U.S.C. §§7101-7109).

l. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for Products and the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

m. If any document incorporated by reference into these Microsoft License Terms and Conditions, including the Use Rights and terms included and/or referenced or incorporated herein and/or therein, contains a provision (a) allowing for the automatic termination of your license rights or Software Assurance services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into these Microsoft License Terms and Conditions, including the Use Rights and terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

n. No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any product(s) or services acquired under these Microsoft License Terms and Conditions shall apply in place of, or serve to modify any provision of these Microsoft License Terms and Conditions, even if a user or authorized officer of Enrolled Affiliate purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective

of the products or services that such provisions attach to) and any term or condition of these Microsoft License Terms and Conditions, then the relevant term or condition of these Microsoft License Terms and Conditions shall govern and supersede the purchase of such product(s) or services to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

o. **Section headings.** All section and subsection headings used in this agreement are for convenience only and shall not affect the interpretation of this agreement

Microsoft Online Subscription Agreement

This Microsoft Online Subscription Agreement is between the Ordering Activity under GSA Schedule contracts("you" or "your"), and Microsoft Corporation ("Microsoft", "we", "us", or "our"). It consists of the terms and conditions below, as well as the Online Services Terms, the SLAs, and the Offer Details for your Subscription or renewal (together, the "agreement"). It is effective on the date we provide you with confirmation of your Subscription or the date on which your Subscription is renewed as applicable. Key terms are defined in Section 8.

1. Use of Online Services.

a. Right to use. We grant you the right to access and use the Online Services and to install and use the Software included with your Subscription, as further described in this agreement. We reserve all other rights.

b. Acceptable use. You may use the Product only in accordance with this agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Online Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this agreement or the Online Services Terms.

c. End Users. You control access by End Users, and you are responsible for their use of the Product in accordance with this agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.

d. Customer Data. You are solely responsible for the content of all Customer Data. You will secure and maintain all rights in Customer Data necessary for us to provide the Online Services to you without violating the rights of any third party or otherwise obligating Microsoft to you or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this agreement or as required by applicable law.

e. Responsibility for your accounts. You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Online Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials or any security incident related to the Online Services.

f. Preview releases. We may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLAs and all limited**

warranties provided in this agreement. Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.

g. Managed Services for Microsoft Azure. You may use Microsoft Azure Services to provide a Managed Service Solution provided (1) you have the sole ability to access, configure, and administer the Microsoft Azure Services, (2) You have administrative access to the virtual OSE(s), if any, in the Managed Service Solution, and (3) the third party has administrative access only to its application(s) or virtual OSE(s). You are responsible for the third party's use of Microsoft Azure Services in accordance with the terms of this agreement. Your provision of Managed Services remains subject to the following limitations in the Online Services Terms:

(i) you may not resell or redistribute the Microsoft Azure Services, and

(ii) you may not allow multiple users to directly or indirectly access any Microsoft Azure Services feature that is made available on a per user basis.

h. Additional Software for use with the Online Services. To enable optimal access to and use of certain Online Services, you may install and use certain Software in connection with your use of the Online Service as described in the Online Services Terms. We license Software to you; we do not sell it. Proof of your Software license is (1) this agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access Software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

2. Purchasing services.

a. Available Subscription offers . The Portal provides Offer Details for available Subscription offers, which generally can be categorized as one or a combination of the following:

(i) Commitment Offering . You commit in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis in advance of use as long as it does not violate 31 U.S.C. 3324. With respect to Microsoft Azure Services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Consumption Offering. Committed quantities not used during the Term will expire at the end of the Term.

(ii) Consumption Offering (also called Pay-As-You-Go) . You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears.

(iii) Limited Offering. You receive a limited quantity of Online Services for a limited term without charge (for example, as a Trial Subscription) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.

b. Ordering.

(i) By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Online Services are offered on an "as available" basis. You may place orders for your Affiliates under this agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this agreement. You also may assign the rights granted under Section 1.a to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Software or your Subscription, such Affiliates or third parties will be bound by this agreement and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) Some offers may permit you to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Payments are due and must be made according to the Offer Details for your Subscription.

(i) For Commitment Offerings, the price level may be based on the quantity of Online Services you ordered. Some offers may permit you to modify the quantity of Online Services ordered during the Term and your price level may be adjusted accordingly in accordance with the GSA Pricelist, but price level changes will not be retroactive. During the Term of your Subscription, prices for Online Services will not be increased, as to your Subscription, from those in the GSA Pricelist the time your Subscription became effective or was renewed, except where prices are identified as temporary in the Offer Details, or for Previews or Non-Microsoft Products. All prices are subject to change at the beginning of any Subscription renewal in accordance with the GSA Pricelist.

(ii) Reserved.

d. Renewal.

(i) Upon renewal of your Subscription, this agreement will terminate, and your Subscription will thereafter be governed, by the terms and conditions set forth in this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), on the date on which your Subscription is renewed (the "Renewal Terms"). If you do not agree to any Renewal Terms, you may decline to renew your Subscription.

(ii) For Commitment Offerings, a Subscription terminates upon expiration of the Term. .

(iii) For Consumption Offerings, your Subscription will terminate upon expiration of the term and subsequent Subscription terms will be purchased separately.

(iv) For Limited Offerings or Trial Subscriptions, renewal may not be permitted.

e. Eligibility for Academic, Government and Nonprofit versions. You agree that if you are purchasing an academic, government or nonprofit offer, you meet the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at http://go.microsoft.com/?linkid=9862882;

(ii) For government offers, the requirements listed at http://go.microsoft.com/?linkid=9862883; and

(iii) For nonprofit offers, the requirements listed at http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=19 .

f. Taxes .Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Microsoft shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3. Term, termination, and suspension.

a. Agreement term and termination. This agreement will remain in effect until the expiration, termination, or renewal of your Subscription, whichever is earliest.

b. Subscription termination. You may terminate a Subscription at any time during its Term; however, you must pay all amounts due and owing within thirty (30) days of receipt of the invoice.

(i) One-Month Subscription. A Subscription having a one-month Term may be terminated anytime without any cancellation fee.

(ii) Subscriptions of more than one-month . If you terminate a Subscription to Microsoft Azure Services within 30 days of the date on which the Subscription became effective or was renewed, you must pay for the initial 30 days of the Subscription, but no payments will be due for the remaining portion of the terminated Subscription.

For all other Online Services, if you terminate a Subscription before the end of the Term, you you will receive a refund of any portion of the Subscription fee you have paid for the remainder of the Term; provided, however, no refunds will be provided for partially unused months.

c. Suspension. We may suspend an End User from use of the Online Services if: (1) it is reasonably needed to prevent unauthorized access to Customer Data; or an End User does not abide by the Acceptable Use Policy or violates other terms of this agreement.

(i) We may temporarily suspend your use of the Online Services if you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; or you do not pay amounts due under this agreement.

(ii) For all other Subscriptions, a temporary suspension will apply to the minimum necessary part of the Online Services and will be in effect only while the condition or need exists. We will give notice before we temporarily suspend, except where we reasonably believe we need to suspend immediately. If you do not fully address the reasons for the suspension within 60 days after we temporarily suspend, we maybring dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Microsoft shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4. Warranties.

a. Limited warranty.

(i) Online Services. We warrant that the Online Services will meet the terms of the SLA during the Term and perform substantially in accordance with the Online Service written materials accompanying it. Your only remedies for breach of this warranty are those in the SLA.

(ii) Software. We warrant for one year from the date you first use the Software that it will perform substantially as described in the applicable user documentation. If Software fails to meet this warranty we will, at our option and as your exclusive remedy, either (1) return the contract price paid for the Software or (2) repair or replace the Software.

b. Limited warranty exclusions. This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;

(ii) this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or resulting from events beyond our reasonable control;

(iii) this limited warranty does not apply to problems caused by a failure to meet minimum system requirements; and

(iv) this limited warranty does not apply to Previews or Limited Offerings.

c. DISCLAIMER. Other than this warranty, we provide no warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability or fitness for a particular purpose. These disclaimers will apply to the fullest extent permitted under applicable law.

5. Defense of claims.

a. Defense.

(i) We will defend you against any claims made by an unaffiliated third party that a Product infringes that third party's patent, copyright or trademark or makes unlawful use of its trade secret.   Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

(ii) Reserved.

b. Limitations. Our obligations in Section 5a won't apply to a claim or award based on: (i) any Customer Solution, Customer Data, Non-Microsoft Products, modifications you make to the Product, or services or materials you provide or make available as part of using the Product; (ii) your combination of the Product with, or damages based upon the value of, Customer Data, or a Non-Microsoft Product, data, or business process; (iii) your use of a Microsoft trademark without our express written consent, or your use of the Product after we notify you to stop due to a third-party claim; (iv) your redistribution of the Product to, or use for the benefit of, any unaffiliated third party; or (v) Products provided free of charge.

c. Remedies. If we reasonably believe that a claim under Section 5.a.(i) may bar your use of the Product, we will seek to: (i) obtain the right for you to keep using it; or (ii) modify or replace it with a functional equivalent and notify you to stop use of the prior version of the Product. If these options are not commercially reasonable, we may terminate your rights to use the Product and then refund any advance payments for unused Subscription rights.

d. Obligations. Each party must notify the other promptly of a claim under this Section. The party seeking protection must (i) give the other sole control over the defense and settlement of the claim; and (ii) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment or settlement. The parties' respective rights to defense and payment of judgments (or settlement the other consents to) under this Section 5 are in lieu of any common law or

statutory indemnification rights or analogous rights, and each party waives such common law or statutory rights.

6. Limitation of liability.

a. Limitation. The aggregate liability of each party for all claims under this agreement is limited to direct damages up to the contract price under this agreement for the Online Service during the 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the contract price for that Online Service during the Subscription. For Products provided free of charge, Microsoft's liability is limited to direct damages up to$5,000.00 USD.

b. EXCLUSION. Neither party will be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for lost profits, revenues, business interruption, or loss of business information, even if the party knew they were possible or reasonably foreseeable. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

c. Exceptions to limitations. The limits of liability in this Section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 5; or (2) violation of the other's intellectual property rights.

7. Miscellaneous.

a. Notices. You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:	Copies should be sent to:
Microsoft Corporation	Microsoft Corporation
Volume Licensing Group	Legal and Corporate Affairs
One Microsoft Way	Volume Licensing Group
Redmond, WA 98052	One Microsoft Way
USA	Redmond, WA 98052
	USA

	Via Facsimile: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator you specify in the Portal. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the account administrator email address that you specify in the Portal is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

b. License Transfers and Assignment. You or Microsoft may not assign this agreement either in whole or in part or transfer licenses without the other party's prior written consent.

c. Reserved

d. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

e. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

f. No agency. This agreement does not create an agency, partnership, or joint venture.

g. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

h. Applicable law and venue. This agreement is governed bythe Federal laws of the United States.

i. Entire agreement. This agreement, , together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) The Government Purchase Order, (), the underlying GSA Schedule Contract, (3) this Microsoft Online Subscription Agreement, (3) the Online Services Terms, (4) the applicable Offer Details, and (5) any other documents in this agreement.

j. Survival. The terms in Sections 1, 2.e, 3.b, 4, 5, 6, 7, and 8 will survive termination or expiration of this agreement.

k. U.S. export jurisdiction. The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see https://www.microsoft.com/exporting/.

l. Force majeure . Excusable delays shall be governed by FAR 52.212-4(f).

m. Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this agreement.

n. Government customers should consult with Microsoft. Government customers should consult with Microsoft prior to acceptance. If you are a government customer, before accepting this agreement, you should consult with your Microsoft representative to assure full compliance with local laws and governmental procurement processes.

o. Stamp tax. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Miscrosoft shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3..

8. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Customer Data" is defined in the Online Services Terms.

"Customer Solution" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

"Managed Service Solution" means a managed IT service you provide to a third party that consists of the administration of and support for Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at https://azure.microsoft.com/en-us/services, except where identified as licensed separately.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Offer Details" means the pricing and related terms applicable to a Subscription offer, as published in the Portal.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Dynamics CRM Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the terms that apply to your use of the Products available at https://www.microsoft.com/licensing/onlineuserights..

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Portal" means the Online Services' respective web sites that can be found at https://www.microsoft.com/licensing/online-services/default.aspx, https://azure.microsoft.com/en-us/pricing/, or at an alternate website we identify.

"Product" means any Online Service (including any Software).

"SLA" means the commitments we make regarding delivery and/or performance of an Online Service, as published at http://www.microsoftvolumelicensing.com/csla, https://azure.microsoft.com/en-us/support/legal/sla/, or at an alternate site that we identify.

"Software" means Microsoft software we provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

"Subscription" means an enrollment for Online Services for a defined Term as specified on the Portal. You may purchase multiple Subscriptions, which may be administered separately and which will be governed by the terms of a separate Microsoft Online Subscription Agreement.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

Microsoft Volume Licensing

License Agreement/Product Use Rights

April 2015

Table of Contents

Introduction

USING THIS DOCUMENT

These License Agreement/Product Use Rights are an important part of the License between Microsoft and Microsoft Volume Licensing customers.

These License Agreement/Product Use Rights apply to the Microsoft Products that you order from the authorized Microsoft reseller or Government Partner under such party's contract with you (your "Volume Licensing Agreement"). If you are an entity of the United States Government, these Microsoft License Agreement/Product Use Rights constitute an addendum to your Volume Licensing Agreement and govern your use of the Microsoft Products. For all other entities, these Microsoft License Agreement/Product Use Rights are incorporated into your Volume License Agreement and govern your use of the Microsoft Products. References to "Enterprise Agreement" or "Select Agreement" in these License Agreement/Product Use Rights refer to the volume licensing program agreement executed between Microsoft and your authorized Microsoft reseller or Government Partner. Any program terms that apply to you are expressly incorporated into your Volume Licensing Agreement.

LICENSE TYPES

The type of License you acquire depends on what is available under your agreement and what you order. Some Products, such as Online Services, are available under Subscription Licenses only. Other Products are available under either perpetual or fixed-term licenses or on a subscription basis, depending on the Microsoft Volume Licensing Program under which they are licensed. See your Volume Licensing Agreement and the Microsoft Product List at http://go.microsoft.com/?linkid=9839207 for more information about the License types available under your agreement and for a particular Product.

HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

The License terms that apply to your use of a given licensed Product include the Universal License Terms, the General License Terms for the licensing model under which the Product is licensed, and any Product-specific License Terms.

Universal License Terms

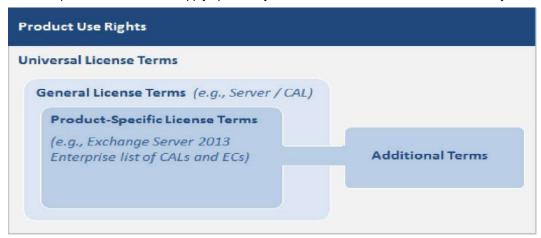Universal License Terms apply to every Product licensed through Microsoft Volume Licensing (except where specifically noted in the General License Terms and/or Product-Specific License Terms).

Introduction -+ Universal Terms -+ Desktop Apps -+ _____ Desktop OS -+ Processor/CAL -+ Server/CAL -+ Per Core

Mgmt Servers -+ Specialty Servers -+ Dev Tools -+ Online Services -+ Combined Models -+ Appendices -+ Product Index

General License Terms

General License terms apply to all Products licensed under a given Licensing Model (except where specifically noted in the Product-Specific License Terms).

Product-Specific License Terms

Product-Specific License Terms apply specifically to the Product or Products under which they are listed.

LICENSING MODELS

There are nine different Licensing Models used for acquiring licensed Products through Microsoft Volume Licensing:

• Desktop Applications	• Servers: Server/CAL	• Specialty Servers
• Desktop Operating Systems	• Servers: Per Core	• Developer Tools
• Servers: Processor/CAL	• Management Servers	• Online Services

Note that some Products may be available under more than one Licensing Model. Also, some Products use a combination of two or more Licensing Models and are included in the Combined Licensing Models section after the sections for each Licensing Model.

Notices

Appendix 1 includes notices relevant to various Products as noted in the Product-Specific terms.

Software Assurance Benefits

Appendix 2 contains License terms that apply to Software Assurance benefits. The Microsoft Volume Licensing Product List describes these benefits.

Additional Software

Appendix 3 includes the additional software for the listed server Products.

PRIOR VERSIONS AND PRODUCTS NO LONGER AVAILABLE WORLDWIDE

These License Agreement/Product Use Rights cover the most recent version of Microsoft Products. Earlier versions of this document containing License terms for earlier versions of Products are available at http://www.microsoftvolumelicensing.com/userights/PURRetired.aspx. You will also find some archived versions of the License Agreement/Product Use Rights at http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx. If you cannot find the version you need, please contact your account manager or reseller.

CLARIFICATIONS AND SUMMARY OF CHANGES

We designed these License Agreement/Product Use Rights to help you License and manage your use of Microsoft Products. Below are recent additions, deletions and other changes to the License Agreement/Product Use Rights. Also listed below, as necessary, are clarifications of Microsoft licensing policy in response to common customer questions.

Additions	Deletions
☐ Skype for Business 2015	☐ Forefront Identity Manager 2010 R2
☐ Skype for Business Server 2015	☐ Lync 2013
	☐ Lync Server 2013

Lync Online

Skype for Business Online has replaced Lync Online.

Management Servers

Added to the General License Terms that use of a physical OSE to run hardware virtualization software, provide hardware virtualization services or run software to manage and service OSEs on a device, does not require a Management License,

Windows Server 2012 R2

Added Forefront Identity Manager 2010 User CAL, Enterprise Mobility Suite User SL and Microsoft Azure Active Directory Premium as fulfilling Additive CAL requirement for Forefront Identity Manager 2010 R2 functionality.

Added Forefront Identity Manager 2010 R2 External Connector as fulfilling Additive External Connector requirement for Forefront Identity Manager 2010 R2 functionality.

Added requirement for a CAL for management of identity information.

Clarified that no CAL is required for user only using Forefront Identity Manager synchronization service.

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Definitions

Terms used in these License Agreement/Product Use Rights but not defined will have the definition provided in your Volume Licensing Agreement. The following definitions also 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.

Affiliate means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

CAL means client access License. There are two kinds of CALs: user and device. A user CAL allows access to the server software from any device by one user. A device CAL allows access to the server software from one device by any user.

Client OSE means an OSE running a client operating system.

Clustered HPC Application means high performance computing applications that solve complex computational problems, or a set of closely related computational problems in parallel. 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.

Core Infrastructure Server (CIS) software means the set of individual Microsoft Products for which you are granted use, access or management rights under a particular edition of the CIS Suite License. CIS software includes the latest versions of those Products made available during the term of your Software Assurance coverage (and any prior version).

Customer Data means all data, including all text, sound, or image files and software that are provided to us by, or on behalf of, you through your use of the Online Service.

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

Enrollment means the document that Government Partner submits to Microsoft under a Microsoft Volume Licensing program to place orders for you.

Enterprise means you and the Affiliates specifically designated in your Volume Licensing Agreement and the Enrollment.

Enterprise Online Service means any Online Service designated as an Enterprise Online Service in the Product List and chosen for you by the Government Partner under your Enrollment. Enterprise Online Services are treated as Online Services, except as otherwise noted.

Enterprise Product means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen for you by the Government Partner. Enterprise Products must be licensed for all Qualified Devices and Qualified Users

on an Enterprise-wide basis under a Microsoft Volume Licensing program. Enterprise Products are treated as Products, except as otherwise noted

External Connector License means a License attached to a Server that permits access to the server software by External Users.

External Users means users that are not either your or your Affiliates' employees, or your or your affiliates' onsite contractors or onsite agents.

Fleet Applications means software that uses MapPoint, and data from sensors used specifically with multiple vehicles to provide location information (such as GPS systems and triangulation devices).

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.

Industry Device (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (e.g., a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g., a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

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

License means your right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

Licensed Device means the 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.

Licensed Server means the single Server 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 means a License that permits management of one or more OSEs. 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.

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.

Non-Microsoft Product means any software, data, service, website or other Product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Online Services or elsewhere.

Online Service means the Microsoft-hosted services identified in the Online Services section of the Product List.

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. There are two types of OSEs, physical and virtual. 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 (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

Product means all Products identified on the Product List, such as software, Online Services and other web-based services, including pre-release or beta versions. Products may be made available under programs that vary by region.

Product List means the statement published by Microsoft from time to time on the World Wide Web at http://www.microsoft.com/licensing/contracts, or at a successor site that Microsoft identifies. The Product List includes any Product-specific conditions or limitations on the acquisition of Licenses for, or use of, Products.

Qualified Device means any device that is used by or for the benefit of your Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Enrollment) as part of your Enterprise.

At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

Qualified User means a person (e.g., employee, consultant, contingent staff, etc.) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product CAL or any Enterprise Online Services. It does not include a person who accesses server software or Online Services solely under a License identified in the Qualified User exemptions in the Product List.

Reserved License means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

Production Environment means any Physical or Virtual OSE running a production workload or accessing production data, or any 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 you or your 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. (You "Run an Instance" of software by loading it into memory and executing one or more of its instructions.) Once running, an Instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

SL means Subscription License.

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:

- ☐ in a time zone that is within four hours of the local time zone of the other (Coordinated Universal Time (UTC) and not DST), and/or
- ☐ within the European Union (EU) and/or European Free Trade Association (EFTA).

VDI Licensed Device means a device to which you assign a VDI suite License and from which you access and remotely use virtual Client OSEs.

VDI Host means a device on which you host virtual Client OSEs running software you access and remotely use from VDI Licensed Devices.

VDI Software means the Microsoft software for which you are granted use, access or management rights under the VDI Suite License.

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.

Virtual Processor means a processor in a virtual hardware system. Solely for licensing purposes under the Server: Per Processor Licensing Model, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

Web Workloads (also referred to as "Internet Web Solutions") are publicly accessible and consist solely of 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 your or your 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.
- ☐ 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.

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You must comply with any technical limitations in the Products that only allow you to use them in certain ways. You may not work around them.

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License Reassignment

Most, but not all, Licenses may be reassigned from one device or user to another. The general rules governing License reassignment are described below, along with some special rules for certain Products and License types.

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Except as permitted below, you may not reassign Licenses on a short-term basis (within 90 days of the last assignment), nor may you reassign Licenses for Rental Rights, or Software Assurance separately from the underlying License to which the Software Assurance is attached.

CONDITION ON LICENSE REASSIGNMENT

When you reassign a License from one device or user to another, you must remove the software or block access from the former device or from the former user's device.

SPECIAL CONSIDERATIONS FOR CERTAIN PRODUCTS AND LICENSE TYPES

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Introduction   -+ Universal Terms -+ Desktop Apps -+   Desktop OS   -+   Processor/CAL   -+   Server/CAL   -+   Per Core

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Enterprise Mobility Suite Add-on User SLs, Enterprise Mobility Suite User SLs, Windows desktop operating system User SLs, or Window Virtual Desktop Access (VDA) Licenses or User SLs.

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During Multiple Activation Key (MAK) activation, the software will send information about the software and the device to Microsoft. During Key Management Service (KMS) host activation, the software will send information about the KMS host software and the host device to Microsoft. KMS client devices activated using KMS do not send information to Microsoft. However, they require periodic reactivation with your KMS host. The information sent to Microsoft during MAK or KMS host activation includes:

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- the Internet protocol address of the device
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You may not provide unsecured access to your KMS machines over an uncontrolled network such as the

Internet. UNAUTHORIZED USE OF MAK OR KMS KEYS

Microsoft may take any of these actions related to unauthorized use or disclosure of MAK or KMS keys: prevent further activations, deactivate, or otherwise block the product key from activation or validation.

Key deactivation may require the customer to acquire a new product key from Microsoft.

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We may provide additional functionality for or an optional add-on service to the Products. Other License terms or use rights, and fees may apply.

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Using More than One Product or Functionality Together

You need a license for each Product and separately licensed functionality used on a device or by a user. For example, if you use Office on Windows, you need Licenses for both Office and Windows. Likewise, to access Remote Desktop Services in Windows Server you need both a Windows Server CAL and a Remote Desktop Services CAL.

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Windows Software Components

The software includes one or more of the following Windows Software Components: 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. All these are part of Windows software. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Benchmark Testing

SOFTWARE

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the server software or additional software that comes with it. This applies to Products in the Microsoft Servers or Microsoft Developer Tools Licensing Models (see Table of Contents). This does not apply to the .NET Framework (see below) or to Windows Server. It, however, does apply to SQL Technology, in any, licensed with these Products.

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You may not share that instance to support any Product that is not licensed with SQL Server Database.

If your edition of the software includes SQL Server-branded components other than a SQL Server Database, such components are licensed to you under the terms of their respective License s. Such License s may be found:

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☐ through the software's unified installer.

If you do not agree to a SQL Server-branded component's license terms, you may not use the component.

SQL Server Reporting Services Map Report Item

Power View and SQL Reporting Services Map Item both include use of Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at: http://go.microsoft.com/?linkid=9710837and the Bing Maps Privacy Statement available at: http://go.microsoft.com/fwlink/?LinkID=248686.

Multiplexing

Hardware or software you use to pool connections, reroute information, reduce the number of devices or users that directly access or use the Product, or reduce the number of operating system environments (or OSEs), devices or users the Product directly manages, (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of License s of any type that you need.

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The license terms for the applicable System Center Products apply to your use of Management Packs, Configuration Packs, Process Packs and Integration Packs included with the software.

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- **Visual Studio LightSwitch Project Templates:** Modify, copy and distribute or deploy the .js files contained in the Visual Studio LightSwitch project templates as part of your LightSwitch programs.
- **Windows Library for JavaScript.** Copy and use the Windows Library for JavaScript, without modification, in your programs that you develop for your internal use or in programs that you develop and distribute to third parties. The following also applies to your programs that work in conjunction with the Windows Library for JavaScript. The Windows Library for JavaScript files helps your programs implement the Windows design template and UI look and feel. You may distribute programs containing the Windows Library for JavaScript only through the Windows Store and not by any other means.
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- **EXTENSIBILITY KIT - Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions:** Copy and distribute the source and object code form of the code marked as "Extensibility Kit"; and
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- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as your Volume Licensing Agreement, including these License Agreement/Product Use Rights and the Product List; and
- display your valid copyright notice on your programs.
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You may create and store any number of instances of the software on any of your servers or storage media solely to exercise your right to run instances of the software under your server licenses or your Windows Enterprise license terms.

No Separation of Software

You may not separate the software for use in more than one OSE under a single License, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

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a. **Products.** Unless otherwise specified elsewhere in these License Agreement / Product Use Rights, use of any Product that you license is governed by the License Agreement / Product Use Rights specific to each Product and version and by the terms of your Volume Licensing Agreement.

b. **Fixes.** Fixes are licensed according to the License terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, you shall have a non-exclusive, perpetual, fully paid-up License to use and reproduce the Fixes solely for your internal use. You may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code, except as expressly permitted by Microsoft.

c. **Reservation of rights.** All rights not expressly granted are reserved.
Upon Microsoft's acceptance of the Government Partner Enrollment on your behalf, you have the following rights during the term of the applicable Enrollment. These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of software media. The ability to run current or later versions of a Product licensed under your Volume Licensing Agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

d. **General**.

   i. For Enterprise and Enterprise Subscription Enrollments: You may use the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in these License Agreement/Product Use Rights, so long as Microsoft receives timely orders and payments from Government Partner for all required Licenses for such Products and you comply with applicable License terms. The Licenses obtained under an Enrollment are not related to any order or fulfillment of software media.

   ii. For Select Enrollments and Select Plus Affiliate Registrations: At any time after the effective date of the Enrollment or after your registration has been accepted by us, you may run for your own benefit as many available Products you choose, provided that you submit orders for all copies of Licenses in the month in which those copies are first run by you and the Government Partner submits orders on your behalf to Microsoft for such Licenses.

e. Use by Affiliates. You may sublicense the right to use the Products to any of your agency Affiliates included in your Enterprise, but Affiliate recipient of Licenses may not sublicense these rights and its use must be consistent with the License terms contained in these License Agreement/ Product Use Rights.

f. Special rule for Enterprise Products. So long you place annual true-up orders as required and the Government submits such orders to Microsoft as required on your behalf under an Enterprise Enrollment (but not under an Enterprise Subscription Enrollment), you may use the latest version (or any prior version) of each Enterprise Product on each of your Qualified Desktops as permitted in the License Agreement/Product Use Rights. In addition, for CALs, each Qualified Desktop (or, for CALs that are User-based Licenses, each Qualified User) covered by the Enrollment may access and use the associated server software.

g. When Licenses become perpetual. All perpetual Licenses acquired under your Microsoft Volume Licensing Agreement remain subject to the terms of these License Agreement/Product Use Rights and such terms survive expiration or termination of your Microsoft Volume Licensing Agreement or an Enrollment. If you obtain perpetual rights as provided in this Section, then you will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.

  i. The right to run any Product licensed under an Enterprise Enrollment is temporary until:

  - the Government Partner has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in the Microsoft Volume Licensing Agreement.

  - you are otherwise eligible for perpetual Licenses upon early termination as provided in the Enterprise Agreement.

  Thereafter, you will have perpetual Licenses to run the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal of the Enterprise Enrollment. The number of perpetual Licenses will be equal to:

  - For Enterprise Products other than CALs that are User-based Licenses, the total number of Qualified Desktops covered by the Enrollment;

  - For CALs that are User-based Licenses, the total number of Qualified Users covered by the Enrollment; and

  - For each Additional Product, the total number of Licenses ordered during the applicable initial Enrollment term or renewal term.

  - Subscription (Online Services) Licenses are not perpetual under any circumstances.

  In the case of early termination of an Enrollment because you terminate your contract with the Government Partner for which the Enrollment was placed ("Early Termination") then Government Partner on behalf of you and at your direction will have the following options for Licenses, excluding Subscription Licenses:

  1)   Government Partner may immediately pay to Microsoft the total remaining amount due, including all installments, in which case, you will have perpetual rights for all Licenses Government Partner has ordered for you; or

  2)   Government Partner may pay only amounts due as of the termination date, in which case you will have perpetual Licenses (including the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full and (2) a proportional number of copies of Products it has ordered for which payment has been made. Your election of an option above must be documented in writing with the Government Partner.

  ii. The right to run any Product licensed under an Enterprise Subscription Enrollment is temporary unless and until a Government Partner elects on your behalf and at your direction to obtain perpetual Licenses under the buy-out option, if a buy-out option is available, and pays for the License in full.

  iii. When Licenses become perpetual under a Select Enrollment and Select Plus Affiliate Registrations:

  - License only. Your right to run copies of any Product for which a Government Partner orders on your behalf is temporary until the Government Partner has paid for that License in full. Thereafter, you will have a perpetual License to run the number of copies ordered in the version ordered.

  - License and Software Assurance ("L&SA") or Software Assurance. Your right to run copies of any Product for which Government Partner orders L&SA or Software Assurance on your behalf is temporary until:

    o The Government Partner has paid all installments of the price for such coverage and the applicable initial Enrollment (or Order in the case of Select Plus) or renewal term during which such Product Licenses were ordered has expired or been renewed, or

   o you are otherwise eligible for perpetual Licenses as provided in the Government Partner's Select or Select Plus Agreement with Microsoft.

   o Thereafter, you will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.

    ☐ In cases of Early Termination. In the case of Early Termination you will be entitled to perpetual Licenses only if the Government Partner pays to Microsoft all amounts due and payable as of the termination date.

    ☐ Subscription (Online Services) Licenses are not perpetual under any circumstances.

 h. Perpetual Licenses through Software Assurance. Any perpetual Licenses received through Software Assurance supersede and replace the underlying perpetual Licenses for which that Software Assurance coverage was ordered. All perpetual Licenses acquired under your Volume Licensing Agreement remain subject to the terms of your Volume Licensing Agreement and the applicable License Agreement/Product Use Rights. (References to perpetual Licenses do not apply to Licenses through Software Assurance under an Enterprise Subscription Enrollment.)

 i. True-Up.

i. **True-Up Order.** Unless expressly stated otherwise in your Volume Licensing Agreement, you must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reduction (if permitted). Microsoft, at its discretion, may validate the true-up data submitted through a formal Product deployment assessment using an approved Microsoft partner.

ii. **Enterprise Products.** You must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

iii. **Additional Products.** For Products that have been previously ordered, you must determine the Additional Products used and order the License difference (if any).

iv. **Online Services**. For Online Services identified as eligible for true-up orders in the Product List, you, through Government Partner, may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Government Partner. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

v. **Transitions.** You must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.

vi. **True-up due date.** The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary
date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. You, through Government Partner, may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

vii. **Late true-up**. If the true-up order is not received when due:

  a) Microsoft will invoice Government Partner for all Reserved Licenses not previously ordered.
  b) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

viii. **Subscription License reductions.** You, through Government Partner, may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis if permitted in the Product List as follows:

  a) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
  b) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  c) For Additional Products available as Subscription Licenses, you, through Government Partner may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

 Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

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ix.   **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, your Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by your authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.

B. For Application Platforms Enrollments only, notwithstanding anything to the contrary:

a. License Agreement/Product Use Rights. For Application Platform Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to your use of that Product during the term.

b. Baseline Licenses are superseded. Baseline Licenses (as defined below) are superseded and replaced by the Licenses granted under the Application Platform Enrollment.

c. Transitions. The following requirements apply to Transitions:

   i.   Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While you may Transition any time, you will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.

   ii.   If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by you.

   iii. If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.

   iv.   If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.

d. **Effect of Transition on Licenses.** Transition will not affect your rights in perpetual Licenses paid in full.

   i.   New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.

   ii.   For L&SA not paid in full at the end of the Transition Period, you will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.

   iii. For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

e. **Customer Data**. Upon expiration or termination of a License for Online Services, you, through Government Partner must tell Microsoft whether you want Microsoft to:

   i.   disable your account and then delete your Customer Data ("Data Deletion"); or

   ii.   retain your Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that you may extract its Customer Data.

   iii. If Government Partner indicates that you want Data Deletion, you will not be able to extract your Customer Data. If Government Partner indicates you want a Retention Period, you will be able to extract your Customer Data through Microsoft's standard processes and tools, and Government Partner will reimburse Microsoft if there are any applicable costs to the extent permitted by applicable law. If you do not indicate either Data Deletion or a Retention Period, Microsoft will retain your Customer Data in accordance with the Retention Period.

   iv.   Following the expiration of the Retention Period, Microsoft will disable your account and then delete your Customer Data.

   You agree that, other than as described above, Microsoft has no obligation to continue to hold, export or return your Customer Data. You agree Microsoft has no liability whatsoever for deletion of your Customer Data pursuant to these terms.

C. How to Know which License Agreement/Product Use Rights Apply.

License Agreement/Product Use Rights. Microsoft publishes License Agreement/Product Use Rights for each version of each Product. Use of any Product that Government Partner licenses from Microsoft on your behalf is governed by License

Agreement/Product Use Rights specific to each Product and version and by the terms of the Microsoft Volume Licensing Agreement under which Government Partner licensed the Product, unless specifically agreed by Microsoft in writing. The latest version of the License Agreement/Product Use Rights is available at https://www.explore.ms or at a successor site or by some other reasonable means. Government Partner will provide you with a copy of the applicable License Agreement/Product Use Rights upon request.

i.   License Agreement/Product Use Rights for current and future versions of Products.

The License Agreement/Product Use Rights in effect on the effective date of an Enrollment will apply to your use of then-current versions of each Product (excluding Online Services). For future versions, the License Agreement/Product Use Rights in effect when those future versions are first released will apply. In both cases, subsequent changes made by Microsoft to the License Agreement/Product Use Rights for a particular version will not apply to your use of that version, unless you choose to have such changes apply. The use rights for Online Services and the process for updating them as the Online Services evolve are detailed in the Online Services Section of these License Agreement / Product Use Rights.

ii.   License Agreement/Product Use Rights for earlier versions (downgrade).
If you run an earlier version of a Product than the version that was current on the Enrollment effective date, the License Agreement/Product Use Rights for the version licensed, not the version being run, will apply. However, if the earlier version includes components that are not part of the licensed version, any License Agreement/Product Use Rights specific to those components will apply to your use of those components.

Licenses purchased on a non-perpetual basis. Any reference in this License Agreement/Product Use Rights to a right to run Products on a perpetual basis applies to Licenses acquired under your Volume Licensing Agreement for non-perpetual Licenses only if you elect to obtain perpetual Licenses subject to any applicable terms in your Volume Licensing Agreement permitting the acquisition of perpetual Licenses.

Microsoft or your reseller or Government Partner will provide you with a copy of the applicable License Agreement/Product Use Rights or we will make them available either by publication on the World Wide Web at a site we identify or by some other reasonable means. You acknowledge that you and your Affiliates have access to the World Wide Web.

D. Transferring and reassigning Licenses.

a. Transferring Licenses to third parties. You may transfer fully-paid perpetual Licenses

i.   if you are an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (i) a privatization of the government agency or of an operating division of you or one of your Affiliates, (ii) a reorganization, or (iii) a consolidation; or

ii.   if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of you or one if your Affiliates as set forth in (a) above, a reorganization, or a consolidation.

To do so, you must complete and send to Microsoft a transfer notice in a form which can be obtained from http://microsoft.com/licensing/contracts before the transfer. All other transfers require Microsoft's prior written consent. Guidance on what types of transfers are permissible can be found at http://microsoft.com/licensing/contracts. No License transfer will be valid unless you provide to the transferee, and the transferee accepts in writing, the applicable License Agreement/Product Use Rights, use restrictions, limitations of liability, and the transfer restrictions described in this document. Any transfer not made in compliance with this section will be void. The resale of Licenses, including any transfer by you or your Affiliate with a primary purpose to enable the transfer of those Licenses to an unaffiliated third party, is expressly prohibited.

b. Certain transfers not permitted.

You may not transfer any of the following:

i.   Licenses on a short-term basis (90 days or less).

ii.   temporary rights to use Products.

iii.   Software Assurance coverage or benefits.

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iv.   perpetual Licenses for any version of any Product acquired through Software Assurance separately from the underlying perpetual Licenses for which that Software Assurance coverage was ordered.

v.   an upgrade License for a desktop operating system Product separately from the underlying desktop operating system License or from the computer system on which the Product is first installed.

vi.   full version desktop operating system Licenses, unless transferred with the sale of the device for which it operates.

vii.   Online Services Products.

viii.   any Licenses for resale to unaffiliated third parties.

ix.   Internal reassignment of Licenses and Software Assurance.

Licenses and Software Assurance must be assigned to a single user or device within your Enterprise. Licenses may be reassigned as described in these License Agreement/Product Use Rights.

E. Restrictions on use.

a. You shall not:

i.   separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in this License Agreement/Product Use Rights;

ii.   reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation;

iii.   distribute, sublicense, rent, lease, lend or host any Product or Fix, except as expressly agreed to by Microsoft in writing, these License Agreement/Product Use Rights, or in a separate written agreement.

b. US. Export jurisdiction. Products and Fixes are subject to U.S. export jurisdiction. You must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments as applicable. For additional information, see http://www.microsoft.com/exporting.

F. Warranties.

a.   Limited Product warranty. We warrant that:

i.   Online Services will perform in accordance with the applicable Service Level Agreement; and

ii.   Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.

b. Limited warranty term. The limited warranty for:

i.   Online Services is for the duration of your use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and

ii.   Products other than Online Services is one year from the date you first use the Product.

c. Limited warranty exclusions. This limited warranty is subject to the following limitations:

i.   any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

ii.   the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the License Agreement/Product Use Rights, or resulting from events beyond our reasonable control;

iii.   the limited warranty does not apply to components of Products that you are permitted to redistribute;

iv.   the limited warranty does not apply to free, trial, pre-release, or beta Products; and

v.   the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

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    d.   **Remedies for breach of limited warranty.** If we fail to meet any of the above limited warranties and you notify us within the warranty period, then we will:

      i.   for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service; and

      ii.   for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product.

    These are your only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

    e. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, WE PROVIDE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. WE DISCLAIM ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

G. Defense of infringement, misappropriation, and third party claims.

a. Microsoft's agreement to protect. For any claims made by an unaffiliated third party against you that any Product or Fix that is made available by us for a fee infringes that party's patent, copyright or trademark or makes intentional unlawful use of its Trade Secret, we will pay the amount of any resulting adverse final judgment (or settlement to which we consent) subject to the terms of this Section G. This section provides your exclusive remedy for these claims. Trade Secret means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

b. Limitations on defense obligation. Our obligations will not apply to the extent that the claim or award is based on:

    i.   Your use of the Product or Fix after we notify you to discontinue that use due to a third party claim;
    ii.   Customer Data, code, or materials provided by you as part of the use of an Online Service;

    iii.   any Customer Data or non-Microsoft software we host on your behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or

    iv.   arise from your Affiliate's or your end user's violation of the License Agreement/Product Use Rights or these Additional Use Right and Restrictions.
    v.   Your combination of the Product or Fix with a non-Microsoft Product, data or business process;
    vi.   damages attributable to the value of the use of a non-Microsoft Product, data or business process;
    vii.   modifications that you make to the Product or Fix;
    viii.   Your redistribution of the Product or Fix to, or your use for the benefit of, any unaffiliated third party, except as expressly permitted by Microsoft in writing or this License Agreement/Product Use Rights;
    ix.   Your use of our trademark(s) without express written consent to do so; or
    x.   any Trade Secret claim, where you acquire the Trade Secret (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret.

    In addition, you agree that:

    i.   any Customer Data or non-Microsoft software that we host will not infringe on any third party's patent, copyright, or trademark nor make intentional unlawful use of any third party's Trade Secret; and
    ii.   you will not:

- use a Product or Fix after we notify you to discontinue use due to a third party claim;
- violate these License Agreement /Product Use Rights;
- modify any Product or Fix;
- redistribute the Product or Fix, or use such Product or Fix for the benefit of any unaffiliated third party, except as expressly permitted by your Microsoft Volume Licensing Agreement or this License Agreement/Product Use Rights;
- use our trademark(s) without our express written consent to do so; and
- intentionally use or disclose a third party's Trade Secret.

c. Specific rights and remedies in case of infringement.

i. **Our rights in addressing possible infringement.** If we receive information concerning an infringement claim related to a Product or Fix, we may, at our expense either:

- procure for you the right to continue to run the allegedly infringing Product or Fix, or

- modify the Product or Fix, or replace it with a functional equivalent, to make it non-infringing, in which case you will immediately cease use of the allegedly infringing Product or Fix after receiving notice from us.

ii. **Your specific remedy in case of injunction.** If, as a result of an infringement claim, your use of a Product or Fix that is made available by us for a fee is enjoined by a court of competent jurisdiction, we will, at our option, either

- procure the right to continue its use, or

- replace it with a functional equivalent, or

- modify it to make it non-infringing, or

- refund the amount paid (or, for Online Services, refund any amounts paid in advance for unused Online Services) and terminate the License or right to access the infringing Product or Fix.

d. **Your agreement to protect.** You agree that use of Customer Data or non-Microsoft software in connection with the Online Service will not infringe, misappropriate, or otherwise violate any applicable law or regulation, including without limitation any copyright, patent, trade secret, trademark, or other legal right of any third party. A violation of the foregoing may be considered a material breach of this License Agreement/Product Use Rights which may be resolved by a court or authorized administrative authority pursuant to the Contract Disputes Act (41 U.S.C. §§7101-7109).

e. **Obligations of protected party.** You must notify us promptly in writing of a claim subject to the subsection titled "Microsoft's agreement to protect" and allow Microsoft to assist in your defense or settlement, to the extent permitted by applicable law. We will not be bound by any settlement to which we do not agree to in writing. Microsoft must notify you promptly in writing of a claim subject to the subsection titled "Your agreement to protect." To the extent permitted by applicable law, you must provide reasonable assistance in defending the claim. We will reimburse you for reasonable out of pocket expenses that it incurs in providing assistance.

Notwithstanding the foregoing, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

H. Limitation of liability.

a. **Limitation on liability.** Except as otherwise provided in this section, to the extent permitted by applicable law, the liability of each party and its contractors arising under this License Agreement/Product Use Rights is limited to direct damages up to (1) for Products other than Online Services, the amount you or your Affiliate were required to pay for the Product giving rise to that liability and (2) for Online Services, the amount you were required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that you are authorized to redistribute to third parties without separate payment to us, our liability is limited to U.S. $5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. For Products other than Online Services, however, these monetary limitations will not apply to:

   i.   Our and your obligations and/or claims under the section titled "Defense of infringement, misappropriation, and third party claims";
   ii.   liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
   iii.   liability for personal injury or death caused by our negligence or that of our employees or agents or for fraudulent misrepresentation; and
   iv.   violation by either party of the other party's intellectual property rights.

For Online Services, these monetary limitations will not apply to:

   i.   Our and your obligations and/or claims under the section titled "Defense of infringement, misappropriation, and third party claims"; and
   ii.   violation by either party of the other party's intellectual property rights.

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b. EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS LICENSE AGREEMENT/PRODUCT USE RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."

This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this License Agreement/Product Use Rights after a fine or penalty is imposed pursuant to a final determination by the appropriate governing authority under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

I. Verifying compliance.

a. Right to verify compliance. You must keep records relating to the Products you and your Affiliates use or redistribute. We have the right to verify compliance with the License Agreement/Product Use Rights, at our expense, during the term of the applicable Enrollment (or if your Agreement with Government Partner does not have Enrollments, then during the term of that government contract) and for a period of one year thereafter.

b. Verification process and limitations. To verify compliance, we may either engage an independent auditor, which will be subject to a confidentiality obligation or engage an approved Microsoft partner to conduct a formal product deployment assessment. Verification will take place upon not fewer than 30 days notice during normal business hours and in a manner that does not interfere unreasonably with your operations and in accordance with your security obligations. You must promptly provide the independent auditor or approved Microsoft partner with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products you host, sublicense, or distribute to third parties. As an alternative, and at our discretion, we can require you to complete our self-audit questionnaire relating to the Products you and any of your Affiliates use or distribute under the License Agreement/Product Use Rights, but reserve the right to use a verification process as set out above.

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Desktop Applications (Per Device)

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6. Local use of the software running on the Licensed Device is permitted for any user.
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Introduction	—→	Universal Terms	—→ Desktop Apps —→	Desktop OS	—→	Processor/CAL	—→	Server/CAL	—→	Per Core
	Mgmt Servers	—→	Specialty Servers —→ Dev Tools —→ Online Services —→ Combined Models —→ Appendices —→ Product Index							

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Introduction   -+ **Universal Terms** -+ **Desktop Apps** -+   Desktop OS   -+ **Processor/CAL** -+ **Server/CAL**   -+   **Per Core**

Mgmt Servers   -+   **Specialty Servers** -+ **Dev Tools** -+ **Online Services** -+ **Combined Models** -+ **Appendices** -+ **Product Index**

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Desktop Operating Systems (Per Copy Per Device)

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Mgmt   -+   Specialty Servers -+ Dev Tools -+ Online Services -+ Combined Models -+ Appendices -+ Product Index
Servers

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WINDOWS 8.1 K

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Servers: Processor/CAL (Processor License + CAL + Optional External Connector)

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6. CALs not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.
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See Applicable Notices: **Data Transfer, MPEG-4, VC-1** (See Appendix 1)	License Mobility Within Server Farms: **No** (Except for External Connector licenses; See General License Terms)
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BASE CALs

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- Core CAL Suite[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Office 365 and Microsoft Intune[1], **or**
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- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
  - Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL[2]

[1] with active Software Assurance on or after the date the software is first available for download through Volume Licensing

[2] Only the full User SL satisfies the access requirement

ADDITIVE CALs

Product or Functionality:

Microsoft Application Virtualization for Remote Desktop Services

Windows Server 2012 R2 Rights Management Services

List of CALs:

- Windows Server 2012 Remote Desktop Services CAL, **or**
- Windows Server 2012 Remote Desktop Services User SL

- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Azure Rights Management User SL, **or**

Introduction	— Universal Terms — Desktop Apps —		Desktop OS	—	Processor/CAL	—	Server/CAL	—	Per Core
Mgmt Servers	— Specialty Servers	— Dev Tools	— Online Services	—	Combined Models		Appendices	—	Product Index

- Azure Rights Management A User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL

[1] with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)	• Windows Server 2012 Remote Desktop Services CAL, **or** • Windows Server 2012 Remote Desktop Services User SL
Forefront Identity Manager 2010 R2 functionality	• Forefront Identity Manager 2010 R2 User CAL (device CALs are not available), **or** • Enterprise Mobility Suite User SL, **or** • Microsoft Azure Active Directory Premium

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:	*List of External Connector Licenses:*
Microsoft Application Virtualization for Remote Desktop Services	• Windows Server 2012 Remote Desktop Services External Connector
Windows Server 2012 R2 Rights Management Services	• Windows Server 2012 Active Directory Rights Management Services External Connector
Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)	• Windows Server 2012 Remote Desktop Services External Connector
Forefront Identity Manager 2010 R2 functionality	• Forefront Identity Manager 2010 R2 External Connector

Additional Terms:

DOWN-EDITION RIGHTS

You may Run an Instance of Windows Server Enterprise, Standard, Essentials, Web, HPC or any earlier version of the qualifying editions in place of Datacenter in any of the OSEs.

CERTIFICATE AND IDENTITY MANAGEMENT

A CAL is also required for any person for whom the software issues or manages identity information.

SYNCHRONIZATION SERVICE

A CAL is not required for users only using the Forefront Identity Manager synchronization service.

Windows Server 2012 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

See Applicable Notices: **Data Transfer, MPEG-4, VC-1** (See Appendix 1)   License Mobility Within Server Farms: **No** (Except for External Connector licenses; See General License Terms)

Introduction	—	Universal Terms	—	Desktop Apps	—	Desktop OS	—	Processor/CAL	—	Server/CAL	—	Per Core
Mgmt Servers		Specialty Servers		Dev Tools		Online Services		Combined Models		Appendices		Product Index

External User Access: **CALs or External Connector**

BASE CALs

You need:

- Windows Server 2012 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
  - Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL[2]

[1] with active Software Assurance on or after the date the software is first available for download through Volume Licensing

[2] Only the full User SL satisfies the access requirement

ADDITIVE CALs

Product or Functionality:	*List of CALs:*
Microsoft Application Virtualization for Remote Desktop Services	- Windows Server 2012 Remote Desktop Services CAL, **or** - Windows Server 2012 Remote Desktop Services User SL
Windows Server 2012 R2 Rights Management Services	- Windows Server 2012 Active Directory Rights Management Services CAL, **or** - Azure Rights Management User SL, **or** - Azure Rights Management A User SL, **or** - Enterprise CAL Suite[1], **or** - Enterprise CAL Bridge for Office 365[1], **or** - Enterprise CAL Bridge for Office 365 User SL, **or** - Enterprise CAL Bridge for Microsoft Intune[1], **or** - Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or** - Enterprise Mobility Suite User SL [1] with active Software Assurance on or after the date the software is first available for download through Volume Licensing
Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)	- Windows Server 2012 Remote Desktop Services CAL, **or** - Windows Server 2012 Remote Desktop Services User SL
Forefront Identity Manager 2010 R2 functionality	- Forefront Identity Manager 2010 R2 User CAL (device CALs are not available), **or** - Enterprise Mobility Suite User SL, **or** - Microsoft Azure Active Directory Premium

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:	*List of External Connector Licenses:*
Microsoft Application Virtualization for Remote Desktop Services	Windows Server 2012 Remote Desktop Services External Connector

| Introduction | -1 Universal Terms | -1 Desktop Apps | -1 | Desktop OS | -1 | Processor/CAL | -1 | Server/CAL | -1 | Per Core |

| Mgmt Servers | -1 | Specialty Servers | -1 | Dev Tools | -1 | Online Services | -1 | Combined Models | -1 | Appendices | -1 | Product Index |

Windows Server 2012 Rights Management Services	☐ Windows Server 2012 Active Directory Rights Management Services External Connector
Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)	☐ Windows Server 2012 Remote Desktop Services External Connector
Forefront Identity Manager 2010 R2 functionality	☐ Forefront Identity Manager 2010 R2 External Connector

Additional Terms:

DOWN-EDITION RIGHTS

You may Run an Instance of Windows Server Enterprise, Essentials, Web, HPC or any earlier version of the qualifying editions in place of Standard in any of the OSEs.

CERTIFICATE AND IDENTITY MANAGEMENT

A CAL is also required for any person for whom the software issues or manages identity information.

SYNCHRONIZATION SERVICE

A CAL is not required for users only using the Forefront Identity Manager synchronization service.

Servers: Server / CAL (Server License + CAL + Optional External Connector)

GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

CAL, External Connector License, External User, Instance, Licensed Server, OSE, Physical OSE, Running Instance, Server, Server Farm and Virtual OSE

SERVER LICENSES

You have the rights below for each license you acquire.

1. You must assign each license to a single Server.
2. For each license, you may use one Running Instance of server software on the Licensed Server in either a Physical or Virtual OSE.
3. You may use the additional software listed in Appendix 3 in conjunction with your use of server software.

ACCESS LICENSES

1. Except as described here and noted in the Product-specific license terms, all server software access requires CALs.
2. Requirements for External User access vary by product, as noted in the Product-specific license terms.
3. Depending on the product and the functionality being accessed, External User access is permitted under CALs, External Connector Licenses or the software license assigned to the Server.
4. You must assign each CAL to a user or device, as appropriate, and each External Connector License to a Licensed Server.
5. CALs and External Connector Licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
6. CALs are not required for access by another Licensed Server or for up to 2 users or devices to administer the software.
7. Your CALs and External Connector Licenses permit access only to your Licensed Servers (not a third party's).

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY -- ASSIGNING SERVER AND EXTERNAL CONNECTOR LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

For products designated as having License Mobility, you may reassign Server and External Connector Licenses to any of your Servers located within the same Server Farm as often as needed. Some products may require Software Assurance for these rights. You may reassign Server and External Connector Licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

Exchange Server 2013 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	External User Access: **Licensed with Server** (Access to Additional Functionality requires both Base and Additive CALs)

BASE CALs

You need:
- Exchange Server 2013 Standard CAL, **or**
- BackOffice CAL[1], **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Enterprise Mobility Suite[2], **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**

- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E1, E3 or E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E1, E3 or E4 User SL, **or** Office
- 365 Government E3-E4 without ProPlus User SL

1 with active Software Assurance coverage on October 1, 2012, or later

2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

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

Required Additive CAL:
- Exchange Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E3-E4 User SL, **or**
- Office 365 Government E3-E4 without ProPlus User SL

1 with active Software Assurance coverage on October 1, 2012, or later

2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Additional Terms:

Introduction   → **Universal Terms** → **Desktop Apps** → _____ Desktop OS   →   Processor/CAL   →   Server/CAL   →   Per Core

Mgmt   →   Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index
Servers
Microsoft Volume Licensing License Agreement/Product Use Rights (April 2015)   40

You do not need CALs for any user or device that accesses your Instances of the server software without being directly or indirectly authenticated by Active Directory or Skype for Business Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Exchange Server 2013 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	External User Access: **Licensed with Server** (Access to Additional Functionality requires both Base and Additive CALs)

BASE CALs

You need:
- Exchange Server 2013 Standard CAL, **or**
- BackOffice CAL[1], **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Enterprise Mobility Suite[2], **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2] , **or**

- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E1, E3 or E4 User SL, **or** Office
- 365 Government E3-E4 without ProPlus User SL

1 with active Software Assurance coverage on October 1, 2012, or later
2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

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

Required Additive CAL:
- Exchange Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without Pro Plus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E3-E4 User SL, **or**
- Office 365 Government E3-E4 without Pro Plus User SL

1 with active Software Assurance coverage on October 1, 2012, or later
2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Additional Terms:

You do not need CALs for any user or device that accesses your Instances of the server software without being directly or indirectly authenticated by Active Directory or Skype for Business Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Microsoft Dynamics AX 2012 R3 Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)   External User Access: **Licensed with Server**

BASE CALs

Functionality:	Required CAL:
• Self-Serve based limited access to Microsoft Dynamics AX 2012 R3 Server	• Microsoft Dynamics AX 2012 R3 Self-Serve CAL

ADDITIVE CALs

Additional Functionality:	Required Additive CAL:
• Task use limited access to Microsoft Dynamics AX 2012 R3 Server (Additive to Self-Serve CAL)	• Microsoft Dynamics AX 2012 R3 Task Use Additive CAL
Additional Functionality:	**Required Additive CAL:**
• Functional use limited access to Microsoft Dynamics AX 2012 R3 Server (Additive to Task Use CAL)	• Microsoft Dynamics AX 2012 R3 Functional Use Additive CAL
Additional Functionality:	**Required Additive CAL:**
• Enterprise use access to Microsoft Dynamics AX 2012 R3 Server(Additive to Functional Use CAL)	• Microsoft Dynamics AX 2012 R3 Enterprise Use Additive CAL

Additional Terms:

MODIFICATION RIGHT

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow you to extend its functionality. You may modify or create derivative works of these components and use those derivative works, but solely internally with the software.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Microsoft Dynamics AX 2012 R3 Store Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)   External User Access: **Licensed with Server**

BASE CALs

Functionality:	Required CAL:

- Self-Serve based limited access to Microsoft Dynamics AX 2012 R3 Store Server

• Microsoft Dynamics AX 2012 R3 Self-Serve CAL

ADDITIVE CALs

Additional Functionality:
- Task use limited access to Microsoft Dynamics AX 2012 R3 Store Server (Additive to Self-Serve CAL)

Required Additive CAL:
- Microsoft Dynamics AX 2012 R3 Task Use Additive CAL

Additional Functionality:
- Functional use limited access to Microsoft Dynamics AX 2012 R3 Store Server (Additive to Task Use CAL)

Required Additive CAL:
- Microsoft Dynamics AX 2012 R3 Functional Use Additive CAL

Additional Functionality:
- Enterprise use access to Microsoft Dynamics AX 2012 R3 Store Server (Additive to Functional Use CAL)

Required Additive CAL:
- Microsoft Dynamics AX 2012 R3 Enterprise Use Additive CAL

Additional Terms:

MODIFICATION RIGHT

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow you to extend its functionality. You may modify or create derivative works of these components and use those derivative works, but solely internally with the software.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Microsoft Dynamics CRM 2015 Server

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	See Applicable Notices: **Data Transfer, Bing Maps, and Yammer** (See Appendix 1)
	External User Access: **Licensed with Server; CALs required for access through Microsoft Dynamics CRM 2015 Clients**

BASE CALs

Functionality:
- Essential use access to Microsoft Dynamics CRM Server 2015

Required CAL:
- Microsoft Dynamics CRM 2015 Essential CAL, **or**
- Microsoft Dynamics CRM Online Essential (User SL), **or**
- Microsoft Dynamics CRM Online Basic (User SL), **or**
- Microsoft Dynamics CRM Online Professional (User SL), **or**
- Microsoft Dynamics CRM Online Enterprise (User SL)

ADDITIVE CALs

Additional Functionality:
- Basic use access to Microsoft Dynamics CRM Server 2015 (Additive Essential CAL)

Required Additive CAL:
- Microsoft Dynamics CRM 2015 Basic Use Additive CAL, **or**
- Microsoft Dynamics CRM Online Basic (User SL), **or**
- Microsoft Dynamics CRM Online Professional (User SL), **or**
- Microsoft Dynamics CRM Online Enterprise (User SL)

Additional Functionality:	*Required Additive CAL:*
• Professional use access to Microsoft Dynamics CRM Server 2015 (additive to Basic Use Additive CAL)	• Microsoft Dynamics CRM 2015 Professional Use Additive CAL, **or** • Microsoft Dynamics CRM Online Professional (User SL), **or** • Microsoft Dynamics CRM Online Enterprise (User SL)

Additional Terms:

FAIL-OVER RIGHTS

For any OSE in which you Run Instances of the server software, you may run up to the same number of passive fail-over Instances in a separate OSE for temporary support. You may Run the passive fail-over Instances on a Server other than the Licensed Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Microsoft Office Audit and Control Management Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	External User Access: **Licensed with Server**

BASE CALs

There are no separate Microsoft Office Audit and Control Management Server 2013 CALs; the SharePoint Server 2013 Enterprise CAL provides you rights to access Microsoft Office Audit and Control Management Server 2013. Each SharePoint Server 2013 Enterprise CAL requires a SharePoint Server 2013 Standard CAL. You need the following to access Microsoft Office Audit and Control Management Server 2013:

- SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite[1] **or**
- Enterprise CAL Bridge for Microsoft Intune[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- SharePoint Online Plan 2 User SL

[1] with active Software Assurance coverage on October 1, 2012, or later
[2] with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Additional Terms:

CAL WAIVER FOR USERS ACCESSING PUBLICLY AVAILABLE CONTENT

CALs are not required to access content, information, and applications that you make publicly available to users over the Internet (i.e., not restricted to Intranet or Extranet scenarios).

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Project Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)

BASE CALs

You need:
- Project Server 2013 CAL, **or**
- Project Lite User SL, **or**
- Project Online User SL, **or**
- Project Pro for Office 365 User SL

Additional Terms:

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

SharePoint Server 2013

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	External User Access: **Licensed with Server**

BASE CALs

You need:
- SharePoint Server 2013 Standard CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Enterprise Mobility Suite[2], **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E1, E3, or E4 User SL, **or**
- Office 365 Government E3-E4 without ProPlus User SL, **or**

- SharePoint Online Plan 1 User SL, **or**
- SharePoint Online Plan 1G User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- SharePoint Online Plan 2G User SL

1 with active Software Assurance coverage on October 1, 2012, or later

2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

Additional Functionality:
- Business Connectivity Services Line of Business Webparts
- Office 2013 Business Connectivity Services Client Integration
- Access Services
- Enterprise Search
- E-discovery and Compliance
- InfoPath Forms Services
- Excel Services, PowerPivot, PowerView
- Visio Services
- PerformancePoint Services
- Custom Analytics Reports

Required Additive CAL:
- SharePoint Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E3-E4 User SL, **or**

- Advanced Charting

- Office 365 Government E3-E4 without ProPlus User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- SharePoint Online Plan 2G User SL

1 with active Software Assurance coverage on October 1, 2012, or later

2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Additional Terms:

CAL WAIVER FOR USERS ACCESSING PUBLICLY AVAILABLE CONTENT

CALs are not required to access content, information, and applications that you make publicly available to users over the Internet (i.e., not restricted to Intranet or Extranet scenarios).

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

Skype for Business Server 2015

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	See Applicable Notices: **Recording Notice, VC-1** (See Appendix 1)
Included Technologies: **Windows Software Components** (See Universal License Terms)	External User Access: **Licensed with Server**

BASE CALs

You need:
- Skype for Business Server 2015 Standard CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Enterprise Mobility Suite[2], **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Skype for Business Online Plan 1 or 1G User SL, **or**
- Skype for Business Online Plan 2, 2A or 2G User SL, **or**

- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E1, E3, or E4 User SL, **or**
- Office 365 Government E3-E4 without ProPlus User SL

1 with active Software Assurance coverage on October 1, 2012, or later

2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

Additional Functionality:
- Audio, Video and Web Conferencing
- Desktop Sharing
- Room Systems
- Multiple HD Video Streams

Required Additive CAL:
- Skype for Business Server 2015 Enterprise CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[2], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Skype for Business Online Plan 2, 2A or 2G User SL , **or**

- Office 365 Enterprise E1, E3, or E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E1, E3 or E4 User SL, **or**
- Office 365 Government E3-E4 without ProPlus User SL, **or**
- Live Meeting Standard User SL, **or**
- Live Meeting Professional User SL

1 with active Software Assurance coverage on October 1, 2012, or later

2 with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Additional Functionality:	*Required Additive CAL:*
- Voice Telephony - Call Management	- Skype for Business Server 2015 Plus CAL, **or** - Office 365 Enterprise E4 User SL, **or** - Office 365 Enterprise E4 without ProPlus User SL, **or** - Office 365 Education E4 User SL, **or** - Office 365 Government E4 User SL, **or** - Office 365 Government E4 without ProPlus User SL

Additional Terms:

UNAUTHENTICATED ACCESS

You do not need CALs for any user or device that accesses your Instances of the server software without being directly or indirectly authenticated by Active Directory or Skype for Business Server.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only under licenses with active Software Assurance.

SQL Server 2014 Business Intelligence

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	See Applicable Notices: **Automatic Updates** (See Appendix 1)
Included Technologies: **Windows Software Components** (See Universal License Terms)	External User Access: **CALs**

BASE CALs

You need:

- SQL Server 2014 CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

For each server license, software may be Run in only one Physical or Virtual OSE at a time, but you may use any number of Running Instances of the server software in that OSE.

DOWN-EDITION RIGHTS

In place of any permitted Instance, you may use an Instance of the 2014 or any earlier version of Standard or any version of Workgroup or Small Business.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only for licenses with active Software Assurance.

CAL WAIVER FOR BATCH JOBS

You do not need CALs for any user or device that accesses your instances of the server software solely through a batching process. "Batching" is an activity that allows a group of tasks occurring at different times to be processed all at the same time.

SQL Server 2014 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)

See Applicable Notices: **Automatic Updates** (See Appendix 1)

Included Technologies: **Windows Software Components** (See Universal License Terms)

External User Access: **CALs**

Additional Terms:

New server licenses for SQL Server 2014 Enterprise (Server/CAL) are not available. Existing Software Assurance customers upgrading to the 2014 version should refer to the April 2014 License Agreement/Product Use Rights for their license terms.

SQL Server 2014 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)

See Applicable Notices: **Automatic Updates** (See Appendix 1)

Included Technologies: **Windows Software Components** (See Universal License Terms)

External User Access: **CALs**

BASE CALs

You need:
- ☐ SQL Server 2014 CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

For each server license, software may be run in only one Physical or Virtual OSE at a time, but each you may use any number of Running Instances of the server software in that OSE.

DOWN-EDITION RIGHTS

In place of any permitted Instance, you may use an Instance of any version of Workgroup or Small Business.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only for licenses with active Software Assurance.

Visual Studio Team Foundation Server 2013 with SQL Server 2014 Technology

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)

External User Access: **CALs**

Included Technologies: **SQL Server Technology, Windows Software Components** (See Universal License Terms)

BASE CALs

You need:
- Visual Studio Team Foundation Server 2013 CAL

ADDITIVE CALs

Additional Functionality:
- Request and Manage Feedback
- Test Management
- Agile Portfolio Management
- Work Item Char Authoring
- Release Management
- Team Rooms

Required Additive License (i.e. Additive CAL equivalent):
- Visual Studio Test Professional 2013 with MSDN, **or**
- Visual Studio Premium 2013 with MSDN, **or**
- Visual Studio Ultimate 2013 with MSDN, **or**
- MSDN Platforms

Additional Terms:

USAGE NOT REQUIRING A CLIENT ACCESS

LICENSE A CAL is not required:

1. To view, edit, or enter work items.
2. To access Team Foundation Server Reporting.
3. For accessing Visual Studio Online via a Team Foundation Server 2013 Proxy.
4. For providing approvals to stages as part of the Release Management pipeline.
5. For accessing Visual Studio Team Foundation Server through a pooled connection from another integrated application or service.

VISUAL STUDIO TEAM FOUNDATION SERVER BUILD SERVICES

If you have one or more Licensed Users of Visual Studio Ultimate with MSDN, Visual Studio Premium with MSDN, or Visual Studio Professional with MSDN, then you may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2013 Build Services by your Licensed Users and Licensed Devices of Team Foundation Server 2013.

LICENSE TERMS FOR MICROSOFT SHAREPOINT FOUNDATION 2013

The software is accompanied by Microsoft SharePoint Foundation 2013 which is licensed to you under its own terms. A copy of those separate license terms are located in the "Licenses" folder.

THIRD PARTY SOFTWARE

Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing Agreement shall apply to all of the software.

TECHNICAL LIMITATIONS

You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which may be included with and linked to by the software.

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You have the right to reassign server licenses as described in "License Mobility – Assigning Server and External Connector Licenses and Using Software within and across Server Farms" only for licenses with active Software Assurance.

Windows MultiPoint Server 2012 Premium

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **No**	See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (See Appendix 1)
	External User Access: **CALs**

BASE CALs

You need:
- Windows MultiPoint Server 2012 CAL

1 with active Software Assurance on or after the date Windows Server 2012 is first available for download through Volume Licensing

And:
- Windows Server 2012 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL[2]

[2] Only the full User SL satisfies the access requirement

ADDITIVE CALs

Product or Functionality:
Windows Server 2012 Rights Management Services

List of CALs:
- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL

[1] with active Software Assurance on or after September 1, 2012

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

You have the corresponding rights below for each server license you acquire and assign. You may run on the licensed server at any one time:

- One instance of the server software in the physical OSE[1], and
- One instance of the server software in one virtual OSE

[1] If you Run the maximum permitted number of Instances (physical and virtual), the Instance of the server software Running in the Physical OSE may be used only to host and manage Virtual OSEs.

ACCESS LICENSES

- CALs are not required to access server software running a Web or HPC Workload.
- CALs not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see http://go.microsoft.com/fwlink/?linkid=39157.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you, except that Microsoft may use and share the information to prevent unlicensed use of the software. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see http://go.microsoft.com/fwlink/?linkid=96551.If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

Introduction   → Universal Terms → Desktop Apps →   Desktop OS   →   Processor/CAL   →   Server/CAL   →   Per Core

Mgmt   →   Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index
Servers
Microsoft Volume Licensing License Agreement/Product Use Rights (April 2015)   50

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see http://go.microsoft.com/fwlink/?linkid=96552.

WINDOWS MULTIPOINT SERVER 2012 CONNECTOR

You may install and use the Windows Server 2012 MultiPoint Connector software on any device that is licensed to access Windows Server 2012. You may use this software only to access the MultiPoint Server software. If you access the server software from this device solely to use the MultiPoint Dashboard you do not need a MultiPoint Server CAL.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these License Agreement/Product Use Rights.

Windows MultiPoint Server 2012 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **No**	See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (See Appendix 1)
	External User Access: **CALs**

BASE CALs

You need:
- Windows MultiPoint Server 2012 CAL

And:
- Windows Server 2012 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Microsoft Intune[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL[2]

[1] with active Software Assurance on or after the date Windows Server 2012 is first available for download through Volume Licensing
[2] Only the full User SL satisfies the access requirement

ADDITIVE CALs

Product or Functionality:
Windows Server 2012 Rights Management Services

List of CALs:
- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise Mobility Suite User SL

[1] with active Software Assurance on or after September 1, 2012

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

You have the corresponding rights below for each server license you acquire and assign. You may run on the licensed server at any one time:

- One Instance of the server software in the Physical OSE[1], and
- One Instance of the server software in one Virtual OSE

[1] If you Run the maximum permitted number of Instances (physical and virtual), the Instance of the server software Running in the Physical OSE may be used only to host and manage Virtual OSEs.

ACCESS LICENSES

- CALs are not required to access server software running a Web or HPC Workload.
- CALs not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see http://go.microsoft.com/fwlink/?linkid=39157.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you, except that Microsoft may use and share the information to prevent unlicensed use of the software. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see http://go.microsoft.com/fwlink/?linkid=96551.If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software,

or you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, seehttp://go.microsoft.com/fwlink/?linkid=96552.

WINDOWS MULTIPOINT SERVER 2012 CONNECTOR

You may install and use the Windows Server 2012 MultiPoint Connector software on any device that is licensed to access Windows Server 2012. You may use this software only to access the MultiPoint Server software. If you access the server software from this device solely to use the MultiPoint Dashboard you do not need a MultiPoint Server CAL.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these License Agreement/Product Use Rights.

Table of Contents / Universal Terms

Introduction   -+ **Universal Terms** -+ **Desktop Apps** -+ _____ **Desktop OS**   -+   **Processor/CAL**   -+   **Server/CAL**   -+   **Per Core**

Mgmt   -+   Specialty Servers -+ Dev Tools -+ Online Services -+ Combined Models -+ Appendices -+ Product Index
Servers

Servers: Per Core (Core License)

GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

Core Factor, Hardware Thread, Instance, Licensed Server, OSE, Physical Core, Physical OSE, Physical Processor, Running Instances, Server, Server Farm, Virtual Core, and Virtual OSE

You have the rights below for each server you properly license.

Server Licenses

1. You must assign each license to a single Server.
2. You may license by Physical Cores on a Server or by individual Virtual OSE.
3. You may use additional software listed in Appendix 3 in conjunction with your use of server software.

LICENSING BY PHYSICAL CORE ON A SERVER

1. The number of licenses required equals the number of Physical Cores on the Licensed Server multiplied by the applicable Core Factor located at http://go.microsoft.com/fwlink/?LinkID=229882.
2. You may use any number of Running Instances of the server software in the Physical OSE on the Licensed Server.
3. For enterprise and parallel data warehouse editions, you may use any number of Running Instances of the server software on the Licensed Server in a number of Physical and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional enterprise edition license that you assign, you may use Running Instances of the server software in one additional OSE on the Licensed Server.

LICENSING BY INDIVIDUAL VIRTUAL OSE

1. The number of licenses required equals the number of Virtual Cores in each Virtual OSE in which you will Run the server software, subject to a minimum of four licenses per Virtual OSE.
2. If any Virtual Core is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread.
3. You may use any number of Running Instances of the software in any Virtual OSE for which you have assigned the required number of licenses.

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY -- ASSIGNING CORE LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

You may reassign licenses for which you have active Software Assurance coverage to any of your Servers located within the same Server Farm as often as needed. You may reassign licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

BizTalk Server 2013 R2 Branch

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)

Introduction   → Universal Terms → Desktop Apps → _____ Desktop OS → Processor/CAL → Server/CAL → Per Core

Mgmt   →   Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index
Servers

License Mobility Within Server Farms: **Yes** (See General Terms)	Included Technologies: **Windows Software Components** (See Universal License Terms)

See Applicable Notices: **Data Transfer** (See Appendix 1)

Additional Terms:

OFFICE WEB COMPONENT

You may use the component only to view and print copies of static documents, text and images created with the software and you do not need separate licenses for copies of the component.

LIMITATIONS ON USE

You may Run Instances of the software on Licensed Servers only at the endpoint of your internal network (or edge of your 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.

You may not use the server software, including the Master Secret Server, on a server that is part of a networked cluster or in an operating system environment that is part of a networked cluster of OSEs on the same server.

BizTalk Server 2013 R2 Enterprise

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	Included Technologies: **Windows Software Components** (See Universal License Terms)

See Applicable Notices: **Data Transfer** (See Appendix 1)

Additional Terms:

OFFICE WEB COMPONENT

You may use the component only to view and print copies of static documents, text and images created with the software and you do not need separate licenses for copies of the component.

BizTalk Server 2013 R2 Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	Included Technologies: **Windows Software Components** (See Universal License Terms)

See Applicable Notices: **Data Transfer** (See Appendix 1)

Additional Terms:

OFFICE WEB COMPONENT

You may use the component only to view and print copies of static documents, text and images created with the software and you do not need separate licenses for copies of the component.

LIMITATIONS ON USE

You may not use the server software, including the Master Secret Server, on a server that is part of a networked cluster or in an operating system environment that is part of a networked cluster of OSEs on the same server.

Introduction —+ Universal Terms —+ Desktop Apps —+   Desktop OS —+   Processor/CAL   —+   Server/CAL   —+   Per Core

Mgmt   —+   Specialty Servers —+ Dev Tools —+ Online Services —+ Combined Models —+ Appendices —+ Product Index
Servers
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Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)

Additional Terms:

MODIFICATION RIGHT

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow you to extend its functionality. You may modify or create derivative works of these components and use those derivative works, but solely internally with the software.

SQL Server 2012 Parallel Data Warehouse Core

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **No**   Included Technologies: **Windows Software Components** (See Universal License Terms)

Additional Terms:

THIRD PARTY SOFTWARE

Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing Agreement shall apply to all of the software.

FAIL-OVER SERVERS

The Parallel Data Warehouse (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. You do not need additional licenses for the software running in fail-over OSEs as executed by the PDW Appliance technology.

SQL Server 2014 Enterprise Core

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)   Included Technologies: **Windows Software Components** (See Universal License Terms)

See Applicable Notices: **Automatic Updates** (See Appendix 1)

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted Instance, you may use an Instance of either the 2008 R2 version of Datacenter, the 2008 R2 or any earlier version of Enterprise, or the 2014 or any earlier version of Business Intelligence, Standard, Workgroup, or Small Business.

SQL Server 2014 Standard Core

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Introduction	-+ Universal Terms	-+ Desktop Apps	-+ Desktop OS	-+ Processor/CAL	-+ Server/CAL	-+ Per Core
Mgmt Servers	-+ Specialty Servers	-+ Dev Tools	-+ Online Services	-+ Combined Models	-+ Appendices	-+ Product Index

Microsoft Volume Licensing License Agreement/Product Use Rights (April 2015)   55

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)   Additional Software: **Yes** (See Appendix 3)

License Mobility Within Server Farms: **Yes** (See General Terms)   Included Technologies: **Windows Software Components** (See Universal License Terms)

See Applicable Notices: **Automatic Updates** (See Appendix 1)

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may use an instance of either the 2012 or earlier version of Standard, or any version of Workgroup or Small Business.

Management Servers (Management License [Server or Client])

GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS, DEFINITIONS)

Instance, Licensed Server, Managing an OSE, OSE, Physical OSE, Running Instances, Server Farm and Virtual OSE

Management Licenses permit Management of OSEs by the corresponding version of the software or earlier versions. Management License version determines the version of applicable license terms (including use under downgrade rights notwithstanding terms to the contrary).

SERVER MANAGEMENT LICENSES:

You have the rights below for each Server you properly license.

1. Server Management Licenses are required for OSEs running server operating systems.
2. You must assign one license for every two processors on the managed Server.
3. The licenses assigned to the managed Server must be the same edition.
4. For standard edition licenses, you may use the software to Manage up to two OSEs per license on the managed Server.
5. For standard edition licenses, you may also Manage the Physical OSE on the managed Server if it is used solely to host and Manage a Virtual OSE.
6. For standard edition licenses, you may assign additional standard licenses to your managed Server and Manage two additional OSEs per license.
7. For datacenter edition licenses, you may use the software to Manage an unlimited number of OSEs on the managed Server.

CLIENT MANAGEMENT LICENSES:

1. Client Management Licenses are required for all other OSEs.
2. You may use the software to Manage your OSEs (number permitted and users and devices covered per license depends on license type assigned).
3. Management of an OSE accessed by more than one user requires an OSE Client Management License or User Client Management Licenses for each user.

MANAGEMENT LICENSES ARE NOT REQUIRED FOR:

1. OSEs in which there are no Running Instances of software.
2. Any of your 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.
4. Any device solely monitored or managed for hardware components' status with respect to system temperature, fan speed, power on/off, system reset or CPU availability.
5. The physical OSE on your server when it is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service OSEs on that device.

NO COPYING OR DISTRIBUTING DATA SETS

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

PRODUCT-SPECIFIC LICENSE TERMS

System Center 2012 R2 Client Management Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **No**

See Applicable Notices: **Data Transfer, Bing Maps** (See Appendix 1)

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

Included Technologies: **SQL Server Technology, Windows Software Components** (See Universal License Terms)

CLIENT MANAGEMENT LICENSES

You need:

- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Microsoft Intune[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite[1], **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- System Center 2012 R2 Client Management Suite (User or OSE Client ML)

[1] with active Software Assurance coverage on or after the date the software is first available for download through Volume Licensing

System Center 2012 R2 Configuration Manager

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

License Mobility Within Server Farms: **No**

See Applicable Notices: **Data Transfer, Bing Maps** (See Appendix 1)

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

Included Technologies: **SQL Server Technology, Windows Software Components** (See Universal License Terms)

CLIENT MANAGEMENT LICENSES

You need:

- Core CAL Suite[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Microsoft Intune User SL, **or**
- Enterprise Mobility Suite User SL[2]
- System Center 2012 R2 Configuration Manager (User or OSE Client ML)

[1] with active Software Assurance coverage on or after the date the software is first available for download through Volume Licensing

[2] Only the full User SL satisfies the access requirement

System Center 2012 R2 Datacenter

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License Mobility Within Server Farms: **No**

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

See Applicable Notices: **Data Transfer, Bing Maps** (See Appendix 1)   Included Technologies: **SQL Server Technology, Windows Software Components** (See Universal License Terms)

Required Server Management Licenses:

☐ System Center 2012 R2 Datacenter

System Center 2012 R2 Standard

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License Mobility Within Server Farms: **No**	Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)

See Applicable Notices: **Data Transfer, Bing Maps** (See Appendix 1)   Included Technologies: **SQL Server Technology, Windows Software Components** (See Universal License Terms)

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:

☐ System Center 2012 R2 Standard

Specialty Servers (Server License)

GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

Instance, Licensed Server, OSE, Physical OSE, Running Instance, Server Farm and Virtual OSE.

You have the rights below for each server license you acquire.

SERVER LICENSES

1. You must assign each license to a single Server.
2. For each license, you may use one Running Instance of server software on the Licensed Server in either a Physical or Virtual OSE.
3. You may use the additional software listed in Appendix 3 in conjunction with your use of server software.

Additional Licensing Requirements and/or Use Rights

LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS

For products designated as having License Mobility, you may reassign licenses to any of your Servers located within the same Server Farm as often as needed. Some products may require Software Assurance for these rights. You may reassign licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

Forefront Identity Manager 2010 - Windows Live Edition

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
See Applicable Notices: **No**	License Mobility Within Server Farms: **No**

Additional Terms:

You 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 your connected data sources and the Microsoft Passport Network / Windows Live ID service ("Service"). You may not use the software for any other purpose. For example, you may not use the software to synchronize or facilitate transfer of data from one of your connected data sources to another. Your use of the Service remains subject to any and all applicable terms of use and these rights do not change or supplement such terms.

Microsoft Dynamics CRM Workgroup Server 2015

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
See Applicable Notices: **Data Transfer, Bing Maps, and Yammer** (See Appendix 1)	License Mobility Within Server Farms: **No**

System Center Virtual Machine Manager 2008 R2 Workgroup Edition

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Additional Software: **Yes** (See Appendix 3)

Windows Server 2012 R2 Essentials

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Self-Hosting of Applications Allowed: **No**   Additional Software: **Yes** (See Appendix 3)

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (See Appendix 1)   License Mobility Within Server Farms: **No**

Additional Terms:

LIMITATIONS ON USE

1. At any one time, you may Run an instance of the server software in
   - One Physical OSE, and
   - One Virtual OSE.
2. You must run the server software within a domain where the Server's Active Directory is configured:
   - As the domain controller (a single server which contains all the flexible single master operations (FSMO) roles),
   - As the root of the domain forest,
   - Not to be a child domain, and
   - To have no trust relationship with any other domains.
3. If both permitted Instances are running, 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 operation system environments on the licensed server. That Instance does not need to meet the requirements in (2) above. That is the only configuration that does not require the Instance to be a domain controller.

30 days after the initial installation of the server software, the software will from time to time verify that Active Directory is configured as above. If the configuration verification fails, the following will occur:

- Failure warnings will be presented to the server administrator. The failure warnings are also viewable in the health alert section in the Windows Server 2012 R2 Essentials Dashboard.
- On the 22nd day of continued non-compliance, the server will shut down until the administrator reboots the server;
- Once rebooted, the server can be run for another 21 days before it shuts down again. This will continue until you have corrected your configuration. During any 21 day period, you are able to make the necessary corrections to your configuration to become compliant with these license terms.

Once you have corrected your configuration, the warnings and automatic shutdowns will cease.

USING THE SERVER SOFTWARE

A User Account is a unique user name with its associated password created through the Windows Server 2012 R2 Essentials Console. You may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

WINDOWS SERVER 2012 R2 ESSENTIALS CONNECTOR

You may install and use the Windows Server 2012 R2 Essentials Connector software on no more than 50 devices at any one time. You may use this software only with the server software.

WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES ACCESS

You must acquire a Windows Server 2012 R2 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2012 R2 Active Directory Rights Management Services functionality.

VALIDATION

The software will from time to time update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software, or to obtain additional benefits. For more information, see http://go.microsoft.com/fwlink/?linkid=39157.

During a validation check, the software will send information about the software and device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you, except that Microsoft may use and share the information to prevent unlicensed use of the software. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see http://go.microsoft.com/fwlink/?linkid=96551.

If the software is not properly licensed, the functionality of the software may be affected. For example, you may:

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- receive reminders to obtain a properly licensed copy of the software, or

you may not be able to obtain certain updates or upgrades from Microsoft.

You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources, see http://go.microsoft.com/fwlink/?linkid=96552.

DATA STORAGE TECHNOLOGY

The server software may include data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these License Agreement/Product Use Rights.

Developer Tools (User License)

GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS, DEFINITIONS)

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To run software on Microsoft Azure Platform Services you must:

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- Deploy your licenses only with Microsoft Azure Platform Services.
- Agree that you will remain responsible for the obligations under your Volume Licensing Agreement with regards to software deployed and managed on your behalf on Microsoft Azure Platform Services.

ACCEPTANCE TESTING AND FEEDBACK

Your end users may access the software to perform acceptance tests or to provide feedback on your programs.

SUPERSEDING USE TERMS

Your use of software development kits (SDKs), driver development kits (DDKs), feature packs, agents, remote tools, and patterns and practices releases that come with separate license terms is subject to those separate license terms.

WINDOWS SERVER 2012 R2 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 your programs.

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Notices, validation, and terms applicable to regional versions of Windows operating system under the Desktop Operating Systems Licensing Model are applicable to Windows desktop operating system when used under a MSDN subscription.

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SQL Server 2014 Developer

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In addition to the Licensed User, any person that has access to your internal network may install and use copies of the software to demonstrate use of your programs with the software.

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Servers

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MICROSOFT ADVERTISING SDK

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Additional Terms:

THIRD PARTY SOFTWARE

Additional legal notices and license terms applicable to portions of the software are set forth in the ThirdPartyNotices file accompanying the software. In addition to any terms and conditions of any third party license identified in the ThirdPartyNotices file, the disclaimer of warranty and limitation on and exclusion of damages provisions of your Volume Licensing Agreement shall apply to all of the software.

BUILDSERVER.TXT FILE

BuildServer Lists can be found at http://go.microsoft.com/fwlink/?LinkId=286955. You may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines. We may list additional files at http://go.microsoft.com/fwlink/?LinkId=286955 to use for this same purpose.

UTILITIES

Utilities Lists can be found at http://go.microsoft.com/fwlink/?LinkId=286955. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

TECHNICAL LIMITATIONS

You may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and solely to the extent: (i) permitted by applicable law, despite this limitation; or (ii) required to debug changes to any libraries licensed under the GNU Lesser General Public License which may be included with and linked to by the software.

MICROSOFT SHAREPOINT, WINDOWS SDK AND MICROSOFT OFFICE COMPONENTS:

The software is accompanied by Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Microsoft Office Software, including Office Primary Interop Assemblies and Windows SDKs, which are all governed by their own license terms. . The license terms for these software components are located in the "Licenses" folder of the software installation directory.

MICROSOFT ADVERTISING SDK

If you pass precise location data or other user related data (e.g., user identifier, profile data, behaviorally tracked user data, etc.) to the Microsoft Advertising SDK for Windows Phone, then your program must (a) notify users that it will be collecting and using user related information and providing this information to Microsoft for Microsoft's advertising use, and (b) explicitly obtain affirmative user consent (e.g. the user must click an "Accept" or continue "Install" button) for this upon download of the software and/or application. In addition, you agree to: (a) comply with certification and other requirements for Windows Phone; (b) comply with Microsoft's privacy and other policies in your collection and use of any user data; (c) not collect or use any user identifier created or provided to you by Microsoft for any purpose other than passing such identifier to a Microsoft advertising service as part of your use of the service; and (d) provide in your privacy policy and/or terms of use a link that provides users with the ability to opt out of Microsoft interest based advertising at the following location https://choice.live.com/AdvertisementChoice/.

EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and Microsoft [ASP.NET](#) Web Pages package manager features, each of which enables you to obtain software applications or packages through the Internet from other sources. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not distributing or licensing any of the third-party applications or packages to you. You acknowledge and agree: that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package including any license terms or embedded notices applicable to software dependencies that may be included in the package; and that Microsoft makes no representations, warranties or guarantees regarding any aspect of any such third-party applications or packages.

OFFICE PROFESSIONAL PLUS 2013

The Licensed User may also install and use one copy of Office Professional Plus 2013 on one device for production use. Except as provided here, the Desktop Applications section of these License Agreement/Product Use Rights applies to the Licensed User's use of this software.

SYSTEM CENTER – VIRTUAL MACHINE MANAGER (SCVMM)

Visual Studio Ultimate with MSDN customers may install and run SCVMM with the Visual Studio Ultimate software for the purpose of creating, deploying and managing lab environment(s). A lab environment is a virtual operating system environment used solely for the purpose of developing and testing your programs. You do not need management licenses for that use. No other production use rights of SCVMM are given under this license, such as managing virtualized production servers.

Online Services (User or Device Subscription License, Services Subscription License, and/or Add-on Subscription License)

All terms of service for Online Services are published in the Microsoft Online Services Terms (OST) document, at http://go.microsoft.com/?linkid=9840733 and are incorporated into these License Agreement/Product Use Rights by this reference. The OST describes the process for updating the terms of service that apply to Online Services.

To the extent a Product or other offering consists of Online Services and another product, the Online Services will be governed by the terms in the OST and all other products will be governed by these License Agreement/Product Use Rights.

Combined Licensing Models

GENERAL LICENSE TERMS

The product suites covered under this section include the rights to use multiple products. The licenses for these product suites provide rights to use software on a server and to manage software running on that server. The same software is also available under individual software and management licenses as described in other sections of these License Agreement/Product Use Rights. You are entitled to the use of the products included in the suite only as permitted in this section.

By acquiring a license for one of the product suites, you are acquiring a single license that may be assigned to a single device or server. You are not acquiring a set of individual software and management licenses for the individual products included in the product suite.

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS)

CAL, CIS Software, Client OSE, External Connector License, Instance, Licensed Server, Management License, Managing an OSE, OSE, Physical OSE, Physical Processor, Qualifying Third Party Device, Server, VDI Host, VDI Licensed Device, VDI Software and Virtual OSE

PRODUCT-SPECIFIC LICENSE TERMS

Core Infrastructure Server (CIS) Suite Datacenter

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the individual products comprising the CIS software as modified by these license terms. Despite anything to the contrary in the license terms for the individual Microsoft products comprising the CIS software, one CIS Suite license is required for every two physical processors. You need to license each Physical Processor on each Server on which you Run CIS Software.

CIS SOFTWARE INCLUDED

- Windows Server Datacenter

- System Center Datacenter

Windows Server Datacenter: You may use any number of Running Instances of the Windows Server Datacenter in any number of OSEs on each Licensed Server.

Management Licenses: For purposes of applying the license terms for System Center Datacenter to your use of the CIS Software, you are deemed to have assigned to the licensed server System Center Datacenter licenses equal to the number of CIS Suite Datacenter licenses assigned to the server.

ADDITIONAL TERMS

- Despite anything to the contrary in your volume license agreement and the Universal License Terms in these License Agreement/Product Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the License Agreement/Product Use Rights.

- 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 License Agreement/Product Use Rights, remain in full force and effect.

Core Infrastructure Server (CIS) Suite Standard

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the set of individual Microsoft products comprising the CIS software as modified by these license terms. Despite anything to the contrary in the license terms for the individual Microsoft products comprising the CIS software, one license is required for every two physical processors. You need to license each Physical Processor on each Server on which you run CIS Software.

CIS SOFTWARE INCLUDED

- Windows Server Standard
- System Center Standard

Windows Server Standard: For each license of CIS Suite Standard that you assign to a Server, you may Run on the Licensed Server, at any one time:

- One Instance of Windows Server Standard in one Physical OSE
- One Instance of Windows Server Standard each in up to two Virtual OSEs

If you use the maximum permitted number of Running Instances (physical and virtual), the Instance Running in the Physical OSE may be used only to host and manage the Virtual OSEs.

Management Licenses: For purposes of applying the license terms for System Center Standard to your use of the CIS software, you are deemed to have assigned to the licensed server System Center Standard licenses equal to the number of CIS Suite Standard licenses assigned to the server.

ADDITIONAL TERMS

- Despite anything to the contrary in your Volume Licensing Agreement and the Universal License Terms in these License Agreement/Product Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the License Agreement/Product Use Rights.
- 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 License Agreement/Product Use Rights, remain in full force and effect.

Virtual Desktop Infrastructure (VDI) Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:

Additional Terms:

SUBSCRIPTION LICENSE

VDI suite licenses are subscription licenses. The right to use software under a Subscription License expires upon expiration or termination of the enrollment or Volume Licensing Agreement under which you acquired the license. Despite anything to the contrary in your Volume Licensing Agreement, your right to use or access software or Manage OSEs under a VDI suite license ends when that license expires.

ROAMING USE RIGHTS

Except as provided below, the single primary user of the VDI Licensed Device may remotely access the virtual Client OSEs from any Qualifying Third Party Device without acquiring a separate VDI suite license for that device. Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any enterprise products solely under Roaming Use Rights.

- When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.
- The limitations against accessing Windows Server software to host a graphical user interface (using RDS functionality or other technology) continue to apply when the Roaming Use Rights are invoked.
- You may not permit access to the virtual Client OSEs from the VDI Licensed Device and a third party device at the same time.
- All access under the Roaming Use Rights must be for work-related purposes.

☐ The primary user's right to access the virtual Client OSEs under the Roaming Use Rights terminates when the corresponding rights on the VDI Licensed Device expire, there is a change in the primary user status or when the primary user leaves your organization. At that time, you must ensure that that user is no longer accessing the virtual Client OSEs under Roaming Use Rights.

APPLICABLE USE RIGHTS

Your access and use of VDI software and management of virtual Client OSEs accessed by your VDI Licensed Device are governed by the license terms for VDI software, as modified by these license terms. VDI suite licenses are per device only. The prohibition against separation of software components stated in your Volume Licensing Agreement does not apply to your use of VDI software.

SOFTWARE RIGHTS

The VDI Suite provides rights to use or access any version of the following VDI software during the term of your enrollment or Volume Licensing Agreement:

☐ Windows Server Remote Desktop Services ("RDS")
☐ System Center – Virtual Machine Manager ("VMM")

REMOTE DESKTOP SERVICES

You may directly or indirectly access RDS from your VDI Licensed Device except as follows. You may not access Windows Server software to host a graphical user interface (using RDS functionality or other technology) either:

☐ directly from your VDI Licensed Device or
☐ indirectly through a virtual OSE on your VDI host.

Despite anything to the contrary in the license terms for Windows Server, you do not need an RDS CAL for either the VDI Licensed Device or the VDI host to permit this access. You must, however, acquire and assign a base Windows Server CAL to both devices or to the accessing user.

SYSTEM CENTER – VIRTUAL MACHINE MANAGER

You may use VMM under your VDI suite license to manage, at any one time, up to four virtual Client OSEs in which software you are using remotely from your VDI Licensed Device is running. Those virtual OSEs may be on up to four different VDI hosts. You may not manage OSEs that are not on VDI hosts.

Appendix 1: Notices

BING MAPS

The Product includes 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. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

LOCATION FRAMEWORK

The software may contain a location framework component that enables support of location services in programs. In addition to the other limitations in your Volume Licensing Agreement, you must comply with all applicable local laws and regulations when using the location framework component or the rest of the software.

MAPPING APIS

The software may include application programming interfaces that provide maps and other related mapping features and services that are not provided by Bing (the "Additional Mapping APIs"). These Additional Mapping APIs are subject to additional terms and conditions and may require payment of fees to Microsoft and/or third party providers based on the use or volume of use of such APIs. These terms and conditions will be provided when you obtain any necessary product keys to use such Additional Mapping APIs or when you review or receive documentation related to the use of such Additional Mapping APIs.

MICROSOFT ACCOUNTS IN VISUAL STUDIO

If you are running the software on Windows 8.1, Windows 8, or Windows 7 with sign-in assistant, or any other version of Windows that supports providing a Microsoft Account directly to the software and you are signed into a Microsoft Account in those versions of Windows, you may automatically be signed into the software and VisualStudio.com services accessed by the software using the same Microsoft Account. This allows you to access services within the software and roam the software's settings without being asked to re-enter your Microsoft Account credentials each time you start the software. For more information about signing into the software and the services available therein with a Microsoft Account, see the privacy statement http://go.microsoft.com/fwlink/?LinkId=286720.

NOTICE OF 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.

NOTICE OF DATA TRANSFER

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet. These features are identified in the Data Transfer Notices document at http://microsoft.com/licensing/contracts. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

Computer Information

The features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software.

Use of Information

Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

By using these software features, you consent to the transmission of computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software.

NOTICE ABOUT THE 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 per 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.

POTENTIALLY UNWANTED SOFTWARE (NOTICE I)

If turned on, Windows Defender will search your computer for many types of malicious software ("malware"), including viruses, worms, bots, rootkits, "spyware," "adware" and other potentially unwanted software. If you choose the recommended security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software.

It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

POTENTIALLY UNWANTED SOFTWARE (NOTICE II)

The software will search your computer for low to medium severity Malware, including but not limited to, spyware, and other potentially unwanted software ("Potentially Unwanted Software"). The software will only remove or disable low to medium severity Potentially Unwanted Software if you agree. Removing or disabling this Potentially Unwanted Software may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer, if the other software installed this Potentially Unwanted Software on your computer as a condition of your use of the other software. You should read the license agreements for other software before authorizing the removal of this Potentially Unwanted Software.

By using the software, it is possible that you or the system will also remove or disable software that is not Potentially Unwanted Software.

RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

NOTICE ABOUT THE VISUAL AND AUDIO CODEC STANDARDS

The Windows Embedded 8.1 Industry software may include visual and audio encoding and decoding technology. It is not licensed for any implementation or distribution in any commercial product or service. You are responsible for determining and securing license rights to include the technology in any commercial products and services that you develop or use with the software.

YAMMER

The software connecting Microsoft Dynamics CRM with Yammer will enable certain data to be shared between the two services. At the direction of you or your end users, the following data will be transmitted to Yammer through Microsoft Dynamics CRM: (i) posts; (ii) links to CRM records; (iii) information contained in the description field of the CRM records; and (vi) any other activity or content

you or your end users share with Yammer. Yammer's Terms of Use are available at https://www.yammer.com/about/terms/ . Its Privacy Statement is available at https://www.yammer.com/about/privacy/ apply to Customer Data sent to Yammer.

Appendix 2: Software Assurance Benefits

These benefits require Software Assurance coverage, and in some cases Software Assurance Membership. Please see the Product List for details and a complete list of Software Assurance benefits. Except as noted below, these benefits expire when your Software Assurance coverage ends.

Desktop Applications -- E-Learning

The Desktop Applications section of the License Agreement/Product Use Rights provides your license terms for eLearning Training Kits. However, you may not have more users than you have E-Learning licenses.

Microsoft Desktop Optimization Pack (MDOP) for Software Assurance

See Applicable Notices: Data Transfer, Potentially Unwanted Software (Notice II)

~~Active Software Assurance for the Windows Desktop Operating System, Active Software Assurance for Windows Industry, or an~~ active VDA license provides you with eligibility to acquire licenses for MDOP. These licenses are an optional and separate purchase from Software Assurance. See the Product List for details and other eligibility options. MDOP includes the following:

- Microsoft Application Virtualization for Windows Desktops (App-V)
- Microsoft Advanced Group Policy Management (AGPM)
- Microsoft Diagnostics and Recovery Toolset (DaRT)
- Microsoft Enterprise Desktop Virtualization (MED-V)
- Microsoft BitLocker Administration and Monitoring (MBAM)
- Microsoft User Experience Virtualization (UE-V)

If you invoke this benefit, you have the rights below for each MDOP for Software Assurance license you acquire. See Universal License Terms, Definitions for meanings of "Qualifying Third Party Device."

INSTALLATION AND USE RIGHTS

The "Licensed Device" is the device to which you have assigned your corresponding qualifying license (and Active Software Assurance coverage, if applicable).

You may install and use the software on the Licensed Device. Some functionality in the software is designed to manage software on the Licensed Device. You may use that functionality on other devices solely to manage software running on the Licensed Device. You may also use the following components to manage software on servers within your domain, so long as the desktops within that domain are licensed for MDOP:

AGPM

DaRT

UE-V

REMOTE ACCESS

You may access and use the MDOP for Software Assurance software running on the Licensed Device remotely from another device as described below.

- **Primary user**[1]**:** The single primary user of a device may access and use the software remotely from any other device. No other person may use the software under the same license at the same time, except to provide support services.
- **Non-primary users:** Any user may access and use the software remotely from a separately Licensed Device.
- **Remote assistance:** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.

[1] as that term is defined in the Desktop Operating Systems section

ROAMING USE RIGHTS

Except as provided below, the single primary user of the Licensed Device may use the MDOP for Software Assurance software on a Qualifying Third Party Device (See Universal License Terms, Definitions) to support permitted use or remote access of your licensed software on that Qualifying Third Party Device.

Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.

These rights are granted subject to the limitation on the number of users in the "Primary User" section, and all use must be for work-related purposes.

The primary user's right to use the MDOP for Software Assurance software under these Roaming Use Rights terminates when either the corresponding rights on the Licensed Device expire or there is a change in the primary user status. At that time, you must ensure that that user is no longer using the MDOP for Software Assurance software under the Roaming Use Rights.

BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the MDOP for Software Assurance software.

TERM OF LICENSE

You may not access or use the software after your corresponding Windows Software Assurance coverage, Windows Software Assurance coverage, Windows Virtual Desktop Access subscription license, or MDOP license expires.

Microsoft Dynamics CRM 2015 Professional Use Additive CAL – Unified Service Desk

Each Microsoft Dynamics CRM 2015 Professional Use Additive CAL with active Software Assurance provides you the right to install and use Unified Service Desk (USD). The right to use USD is limited to the user or device to whom the qualifying CAL is assigned. You may not access or use USD after your Software Assurance coverage expires.

Microsoft Dynamics AX 2012 R3 Servers – Fail-over Servers

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server in anticipation of a fail-over event.

In order to utilize this benefit, you must comply with the following terms:

- Maintain Software Assurance coverage on the server licenses and core licenses under which you run your licensed software and for all CALs under which you access your licensed software.
- Your right to run the passive fail-over instances ends when your Software Assurance coverage ends.

Fail-over server rights do not apply in the case of software moved to shared third party servers under License Mobility through Software Assurance.

Microsoft Dynamics AX – Localization and Updates

Microsoft provides updates to the licensed software from time to time, which include revisions to help organizations remain current with applicable government tax and regulatory requirements (please refer to 'Country Availability' section in the Product List for more details). You are eligible to receive these updates and use them on licensed servers and the CALs permitting access to those licensed servers provided you have active Software Assurance for the licensed server and CALs.

Office 2013, Project 2013 or Visio 2013 -- Roaming Use Rights

The Desktop Applications section of the License Agreement/Product Use Rights, as supplemented below, provides your license terms for use of the software under all editions of Office 2013, Project 2013 and Visio 2013 licenses with active Software Assurance coverage. In the case of any conflict between the terms in the Desktop Applications section and this section, these license terms govern. These rights are granted subject to the limitation on the number of users in the General License Terms of the Desktop Applications section, and all use must be for work-related purposes.

USE OF SOFTWARE ON QUALIFYING THIRD PARTY DEVICE

Except as provided below, the single primary user of the Licensed Device may:

- remotely access the software running on your servers (e.g., in your datacenter) from a Qualifying Third Party Device,
- run the software in a virtual OSE on a Qualifying Third Party Device, and
- install and use the software on an USB drive on a Qualifying Third Party Device.

Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights (See Universal License Terms, Definitions).

When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.

You may not run the software in the physical OSE on the third party device under the Roaming Use Rights

MAKING AND STORING COPIES ON YOUR SERVERS OR STORAGE MEDIA

You have the additional rights below for each of your Office 2013, Project 2013 and Visio 2013 licenses with active Software Assurance coverage:

- You may make any number of copies of the software.
- You may store copies of the software on any of your servers or storage media.

Introduction   -+ Universal Terms -+ Desktop Apps -+ _____ Desktop OS   -+   Processor/CAL   -+   Server/CAL   -+   Per Core

          Mgmt   -+   Specialty Servers -+ Dev Tools -+ Online Services -+ Combined Models -+ Appendices -+ Product Index
        Servers

- You may make and store copies of the software solely to exercise your right to access and use the software under your licenses as described above (e.g., you may not distribute copies of the software to third parties).

The primary user's right to use the software under these Roaming Use Rights terminates when either the corresponding rights on the Licensed Device expire, Software Assurance coverage expires or there is a change in the primary user status. At that time, you must ensure that that user is no longer using the software under the Roaming Use Rights.

Despite anything to the contrary in your Volume Licensing Agreement, these Roaming Use Rights are non-perpetual. You may not access or use the software under the license terms of this Roaming Use Rights section after your Software Assurance coverage expires.

Remote Desktop Services ("RDS") User CAL -- Extended Rights

You may use your RDS User CALs with active Software Assurance coverage, as described in the Windows Server license terms in these License Agreement/Product Use Rights, with Windows Server software running on a third party's shared servers.

Requirements:

- Maintain Software Assurance coverage on your CALs under which you exercise RDS User CAL – Extended Rights.
- For each CAL used in this manner, either (i) exercise these rights on Microsoft Azure Platform Services or (ii) designate a qualified License Mobility through Software Assurance Partner through which you will exercise these rights. A list of qualified License Mobility through Software Assurance Partners is available at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx. You may designate a new License Mobility through Software Assurance Partner or elect to move from a License Mobility through Software Assurance Partner to Microsoft Azure Platform Services, but you must wait at least 90 days following a designation or election to make a new designation or election.
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run your licensed software on their shared servers. The License Mobility Validation form will be made available to you by the qualified License Mobility through Software Assurance Partner.
- The OSE(s) in which you exercise RDS User CAL – Extended Rights must be dedicated to and accessed only by you. Other than administrative access by your designated License Mobility through Software Assurance Partner, no other party may access the OSE(s).
- RDS User CAL – Extended Rights permit access by your users only for your internal benefit. They do not permit access by other users, such as users of solutions you make available to third parties.

You may continue to access RDS functionality running on your servers and otherwise exercise use rights under your RDS User CALs outside of these RDS User CAL – Extended Rights; however, each CAL must be assigned to the same single user accessing RDS functionality under the Extended Rights. You may reassign your CALs only as permitted in the "License Reassignment" section of the Universal License Terms. If you reassign a RDS User CAL, the former user may no longer exercise RDS User CAL – Extended Rights on the third party's shared servers.

RDS User CAL – Extended Rights are intended to facilitate access to a graphical user interface hosted on Windows Server using RDS functionality or similar technology (sometimes referred to as "RDS Sessions." They do not convey any right to deploy Windows desktop operating system via virtual desktop infrastructure on the third party's shared servers.

Your rights to exercise RDS User CAL – Extended Rights on the third party's shared servers expires with the expiration of the Software Assurance coverage on your RDS User CALs.

Servers -- Disaster Recovery Rights

For each instance of eligible server software you run in a physical or virtual OSE on a licensed server, you may temporarily run a backup instance in physical or virtual OSE on either, (a) servers dedicated to disaster recovery and to your use, or, (b) 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 your use of the backup instance.

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
- 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

In order to use the software under disaster recovery rights, you 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.

- 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, and
    - await failover of the virtual OSEs.
    - run disaster recovery workloads as described above
  - The disaster recovery server may not be used as a 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 Software Assurance coverage for all CALs, External Connector licenses and Server Management Licenses under which you access the backup instance and manage the OSEs in which that software runs.
- Your right to run the backup instances ends when your Software Assurance coverage ends.

Servers -- License Mobility through Software Assurance

License Mobility through Software Assurance lets you move certain on-premises licenses covered by Software Assurance to third party shared servers subject to the terms below. See Universal License Terms, Definitions for meanings of "CALs," "manage," ~~"OSEs," "server farm," and "virtual OSEs."~~

Applicable Products:

All Products that are currently eligible for "License Mobility within Server Farms" and covered by Software Assurance are eligible for License Mobility through Software Assurance. In addition, the following Products are also eligible for License Mobility through Software Assurance:

- System Center – all Server Management Licenses (MLs), including SMSE and SMSD

  Permitted Use:

With License Mobility through Software Assurance, you may:

- Move your licensed software from your servers to a third party's shared servers;
- Access your licensed software running on the third party's shared servers under the appropriate access licenses (the CALs and External Connector licenses identified in the license terms for the individual Products subject to the requirement that you maintain Software Assurance coverage on those licenses as described below, and the User and Device SLs identified in the license terms for the individual Products);
- Run your software in virtual OSEs on the third party's shared servers; and/or
- Manage your OSEs that you use on the third party's shared servers; and/or
- Manage your OSEs that you use on your servers using software that you run on the third party's shared servers.

Use of Licensed Software with Microsoft Online Services:

Furthermore, solely in support of your joint use of (i) licensed software on a third party's shared servers (as described here)and (ii) a related, but separately licensed Microsoft Online Service, and despite anything to the contrary in the "Use of Software with the Online Service" section in the Online Services Use Rights, your right to use incidental software provided with that related Microsoft Online Service (software that allows the servers on which your software is run, as described here, to communicate with the Online Service Microsoft provisions) deemed to extend to that third party's shared servers. Except as expressly provided here, your right to run such software on the third party's shared servers remains subject to the license terms for the Online Service, and expires upon the earlier of (i) the expiration of the corresponding Online Service subscription or (ii) your right to use licensed software on the third party's shared servers.

Requirements:

To use License Mobility through Software Assurance, you must:

- Maintain Software Assurance coverage for licenses under which you run software on third party shared servers;
- Maintain Software Assurance coverage for all CALs and External Connector licenses under which you access your licensed software running on third party shared servers;

☐ Maintain Software Assurance coverage for all Server Management Licenses under which you manage OSEs running in third party shared servers and under which you run software on third party shared servers to manage OSEs running on your servers; ☐ Run your licensed software and manage your OSEs on third party shared servers solely for your use and benefit;

☐ Deploy your licenses only with Microsoft Azure Platform Services or qualified License Mobility through Software Assurance Partners. A list of qualified License Mobility through Software Assurance Partners is available at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx; and

☐ Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run your licensed software on their shared servers. The License Mobility Validation form will be made available to you by the qualified License Mobility through Software Assurance Partner.

Your rights to run licensed software and manage OSEs on third party shared servers expires with the expiration of the Software Assurance coverage on those licenses. You may move your licensed software from a third party's shared servers back to your servers or to another third party's shared servers, but not on a short term basis (not within 90 days of the last assignment). You may also move instances run or OSEs managed under a particular license from a third party's 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. Use of software deployed by third parties on shared servers on your behalf remains subject to the terms and conditions of your volume license agreement. You agree that you will be responsible for third parties' actions with regard to software deployed and managed on your behalf. The license terms applicable to the Product together with the License Mobility through Software Assurance terms govern its use. The License Mobility through Software Assurance terms supersede any conflicting license terms for a Product when License Mobility through Software Assurance is used. Generally, your rights to use the software on third party shared servers are the same as the use rights when you run the software on your servers. However, some Products, as outlined below, have different use rights for third party shared servers under License Mobility through Software Assurance:

PRODUCT LICENSING MODEL	PRODUCT OR PRODUCT TYPE	LICENSE	PERMITTED NUMBER OF OSEs PER LICENSE/PERMITTED NUMBER OF CORES PER LICENSE
Server/CAL	External Connector Licenses	Each External Connector license with active Software Assurance coverage	1 OSE per license
Server/CAL	SQL Server	Each Server license with active Software Assurance coverage	1 OSE per license
Per-Processor	All eligible Products	Each Processor license with active Software Assurance coverage	1 OSE with up to 4 virtual processors per license
Per-Core	All eligible Products	Each Core license with active Software Assurance coverage	One virtual core (subject to the License Agreement/Product Use Rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center Server Management Licenses (versions prior to System Center 2012)	Each Server Management license with active Software Assurance coverage	1 Managed OSE per license
Management Servers	System Center Server Management Suites	Each SMSE or SMSD license with active Software Assurance coverage	4 Managed OSEs per License
Management Servers	System Center 2012 R2 Standard	Each System Center 2012 R2 Standard Server Management license with active Software Assurance coverage	2 Managed OSEs per license
Management Servers	System Center 2012 R2 Datacenter	Each System Center 2012 R2 Datacenter Server Management license with active Software Assurance coverage	8 Managed OSEs per license
Specialty Servers	HPC Pack Enterprise	Each Server license with active Software Assurance coverage	1 OSE per license

Servers -- Self-Hosted Applications

The following additional licensing requirements and/or use rights apply to Self-Hosted Applications.

Self-Hosted Applications means those products for which the Product-Specific License Terms that indicate "Self-Hosted Applications: Yes".

Despite any terms to the contrary in your Volume Licensing Agreement including these License Agreement/Product Use Rights, you may run licensed copies of Self-Hosted Applications that interact directly or indirectly with your own software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

REQUIREMENTS

You must have the required Microsoft licenses and maintain Software Assurance coverage 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 (See Universal License Terms, Definitions).

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

- be licensed through a Volume Licensing program that is subject to these license terms (e.g., Enterprise Agreement, Select Plus Agreement, Open License Agreement) and not any other (e.g., Services Provider License Agreement, Independent Software Vendor Royalty License and Distribution Agreement); and
- be marked as 'Yes' for 'Self Hosting of Applications Allowed' in these license terms.

Your software must:

- 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);
- 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;
- be delivered to end users over the Internet, a telephone network, or a private network from servers physically dedicated to you and under the day to day control of you 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
- be owned, not licensed, by you, except that your software may include non-substantive third party software that is embedded in, or operates in support of, your software.

All use of the Self-Hosted Applications remains governed by the license terms for those products. You may not transfer licenses acquired under your Volume Licensing Agreement except as permitted in that agreement.

CHANGES TO USE RIGHTS

Despite the terms of your Volume Licensing Agreement, we may modify or discontinue the above use rights at any time. However, if we do so, these use rights and the terms and conditions of your license agreement continue to apply to your use of the Self-Hosted Applications under licenses acquired before the effective date of that change until the end of your current term of Software Assurance coverage.

Servers -- TechNet Subscription Media

See Applicable Notices: Data Transfer

The Licensed User assigned a TechNet Subscription may install copies of the software on the user devices solely for evaluation. You may not use the software in a live operating environment, in a staging environment, in an application development environment. Except as provided here, the General License terms of the Developer Tools section of the License Agreement/Product Use Rights applies to the use of the TechNet Subscription Media. Please see the Product List for additional TechNet Software Assurance benefits.

Step-Up Licenses

A Step-Up License permits you to run a premium edition in place of the qualifying product. When your Step-Up License becomes perpetual, it permanently replaces your rights to the qualifying product.

Software Assurance Product Support Services

The way you use the software may not be supportable. It may also require you to buy more support services. Each of us may use information acquired in connection with support services as long as that use does not disclose the other's confidential information. The license terms for the underlying product apply to your use of any fixes.

SQL Server – Fail-over Servers

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server in anticipation of a fail-over event.

The following additional requirements apply if you have licensed the software by Physical Core or individual Virtual OSE under the Per Core licensing model:

☐ If you license based on Physical Cores and the OSE in which you use the passive fail-over Running Instances is on a separate Server, the number of Physical Cores on the separate Server must not exceed the number of Physical Cores on the Licensed Server and the Core Factor for the Physical Processors in that Server must be the same or lower than the Core Factor for the Physical Processors in the Licensed Server.

☐ If you license by individual Virtual OSE, the number of Hardware Threads used in that separate OSE must not exceed the number of Hardware Threads used in the OSE in which the active Running Instances are used.

In order to utilize this benefit, you must comply with the following terms:

☐ Maintain Software Assurance coverage on the server licenses and core licenses under which you run your licensed software and for all CALs under which you access your licensed software.

☐ Your right to run the passive fail-over instances ends when your Software Assurance coverage ends.

Fail-over server rights do not apply in the case of software moved to shared third party servers under License Mobility through Software Assurance.

SQL Server 2014 Enterprise and Biz Talk Server 2013 Enterprise -- Unlimited Virtualization

The license terms for SQL Server 2014 Enterprise and Biz Talk Server 2013 Enterprise in the Servers – Per Core section of the License Agreement/Product Use Rights, as supplemented below, provide your license terms for the software under core licenses with active Software Assurance coverage. In the case of any conflict between the applicable terms in the Servers – Per Core section and the license terms below, the license terms below govern.

For each server to which you have assigned the required number of licenses as provided in the "Physical Cores of a Server" section, you may run on the licensed server any number of instances of the server software in any number of physical and/or virtual OSEs, provided you have active Software Assurance coverage for those licenses.

SQL Server 2012 Parallel Data Warehouse – Feature Updates

We may make feature releases (e.g., appliance updates) available between major product releases. Feature releases will be available only to customers with Software Assurance coverage for the product. The License Agreement/Product Use Rights for the product, as supplemented in this Appendix 2: Software Assurance Benefits, govern your use of feature releases for which you are eligible.

System Center Configuration Manager -- VDI Rights

See the Universal License Terms, Definitions for meanings of "virtual OSE" and "manage." The license terms applicable to System Center Configuration Manager Client Management Licenses ("CMLs") as set forth in the Management Server section of these License Agreement/Product Use Rights, and supplemented here, apply to your use of System Center Configuration Manager software under the following licenses with active Software Assurance coverage: System Center Configuration Manager CMLs, Core CALs, and Enterprise CALs (each, a "VDI qualifying license"). You 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. Those virtual OSEs may be on up to four different virtual desktop infrastructure hosts. Your right to use the software as permitted here expires when Software Assurance on your System Center Configuration Manager CMLs, Core CALs or Enterprise CALs expires.

Visual Studio -- MSDN

The Developer Tools section of the License Agreement/Product Use Rights provides your license terms for MSDN. Your rights to use any software licensed through MSDN become perpetual when your right to use Visual Studio becomes perpetual.

Windows Desktop Operating System -- Rights to run "Clustered HPC Applications"

The Desktop Operating System section of the License Agreement/Product Use Rights, as supplemented below, provides your license terms for use of the software under licenses for the Windows desktop operating system with active Software Assurance coverage. See Universal License Terms, Definitions for meanings of "Cycle Harvesting node" and "clustered HPC application."

Despite anything to the contrary in the license terms for the Windows desktop operating system, more than one user may use the software at one time when the additional users use the Licensed Device as a Cycle Harvesting node to run clustered HPC applications.

The rights provided under this section do not permit you to use the Licensed Devices 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.

Your right to use the software as permitted here expires when Software Assurance coverage on your Windows desktop operating system license expires.

Windows Enterprise (Per User and Per Device), Windows Embedded Industry Enterprise (Per Device), and Windows Virtual Desktop Access (VDA) (Per User and Per Device)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"Instance", "Licensed Device", "OSE", "Physical OSE", "Running Instances", and "Virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Embedded Industry

Enterprise. "Licensed Device," as used here, refers to the device to which you assign active coverage.

"Licensed User", as used here, refers to the user to which you assign active coverage. If the underlying user license is transferred from one person to another, the original user of the license is no longer licensed.

Use of the Software in this section is governed by the General License Terms in the Desktop Operating System (Per Copy Per Device) section of these License Agreement/Product Use Rights, the Product-Specific License Terms for Windows Enterprise or Windows Embedded Industry Enterprise and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System sections.

Your right to use the Software as described here is non-perpetual; you may not access or use the Software, as permitted here, after your Software Assurance or VDA coverage expires.

Item		Windows Enterprise SA		Win Emb. Ind. Ent. SA	Windows VDA	
		Per Device	Per User	Per Device	Per Device	Per User
1	Any user of a Licensed Device, or any device used by a Licensed User; may remotely access up to four Instances of the Software Running in Virtual OSEs or one Instance of the Software Running in one Physical OSE on (a) device(s) in your datacenter.	X	X	X	X	X
2A	In addition to item 1, you may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on the Licensed Device. If all of the Instances permitted to run in Virtual OSEs locally are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs. For Windows VDA (Per Device), the Licensed Device must also be licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise.	X		X	X	
2B	In addition to item 1, you may run up to four instances in virtual OSEs and one instance in the physical OSE locally on devices licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.		X			X
3	In addition to items 1 and 2B above, you may install the Software on devices with integrated screens 10.1" diagonally or less.		X			X
4	Windows To Go: You may create and store an instance of the software on up to two USB drives and use them on Licensed	X	X	X	X	X

		Windows Enterprise SA		Win Emb. Ind. Ent. SA	Windows VDA	
	Devices if licensed per device and on any device if licensed per user.					
5	You may run Windows 8.1 Pro or Enterprise, Windows 8.1 Industry Pro or Enterprise, or any earlier versions of the Software, in place of any permitted Instance.	X	X	X	X	X
6	You do not need a license to access your permitted Instances only to administer the Software.	X	X	X	X	X

Roaming Use Rights (under Windows Desktop Operating System Software Assurance (Per Device), Windows VDA (Per Device), and Windows Embedded Industry Software Assurance (Per Device)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "Licensed Device", "OSE", "qualifying third-party device", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise section or the Windows Embedded 8.1 Industry section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. The single primary user[1] of the Licensed Device may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device[2] from anywhere off your or your affiliates' premises.
2. The same user may also run one instance of the software in a virtual OSE on a Qualifying Third Party Device while off your and your affiliates' premises.
3. The same user may also run the instance on a USB drive (subject to Windows to Go Rights) on a Qualifying Third Party Device while off your and your affiliates' premises.
4. All Roaming Rights use must be for work-related purposes.
5. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
6. Your right to use the software under Roaming Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

[1] as that term is defined in the Desktop Operating Systems section

[2] Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

Companion Devices

For the purposes of this section:

"Primary User" means the user who uses a Windows Software Assurance, Windows Embedded Industry Software Assurance, or Windows VDA Licensed Device more than 50% of the time in any 90 day period.

"Companion Device" means any additional device that is used by the Primary User, and either (i) is not capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE) and personally owned by the Primary User.

WINDOWS RT COMPANION DEVICES (UNDER WINDOWS DESKTOP OPERATING SYSTEM SOFTWARE ASSURANCE, WINDOWS INDUSTRY SOFTWARE ASSURANCE, OR WINDOWS VDA)

"Window RT Companion Device" means a Companion Device you (not a third party) have licensed for Windows RT or Windows RT 8.1.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

- The Primary User may remotely access any permitted Instance of the software Running on servers in your datacenter as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section from a Windows RT Companion Device.
- No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- Your right to use the software on a Windows RT Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA subscription expires.

WINDOWS COMPANION SUBSCRIPTION LICENSE (SL)

Beginning December 1, 2014, all Windows Companion Subscription Licenses have the same use rights as if they were Windows Enterprise SA Per User Add-on. See the Product List for license assignment rules.

Windows Desktop Operating System -- Windows Thin PC

The Desktop Operating System section of the License Agreement/Product Use Rights provides your license terms for Windows Thin PC. However, you may use the software 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

You may choose not to install the media player. If so, the sections of the Desktop Operating System section of the License Agreement/Product Use Rights listed below do not apply to your use of the software.

- Windows Media Digital Rights Management
- Windows Media Player

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

Appendix 3: Additional Software

BizTalk Server 2013 R2 Branch

- Administration and Monitoring Tools
- Development Tools
- Software Development Kit(s)
- HTTP Receive Adapter
- SOAP Receive Adapter
- Windows SharePoint Services Adapter Web Service
- Windows Communication Foundation Adapters
- Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools
- BAM Alert Provider for SQL Notification Services

- BAM Client
- BizTalk Server Related Schemas and Templates
- Business Activity Services
- Master Secret Server/Enterprise Single Sign-On
- MQHelper.dll
- ADOMD.NET
- MSXML
- SQLXML
- Business Rules Component
- MQSeries Agent
- UDDI

BizTalk Server 2013 R2 Enterprise

- Administration and Monitoring Tools
- Development Tools
- Software Development Kit(s)
- HTTP Receive Adapter
- SOAP Receive Adapter
- Windows SharePoint Services Adapter Web Service
- Windows Communication Foundation Adapters
- Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools
- BAM Alert Provider for SQL Notification Services

- BAM Client
- BizTalk Server Related Schemas and Templates
- Business Activity Services
- Master Secret Server/Enterprise Single Sign-On
- MQHelper.dll
- ADOMD.NET
- MSXML
- SQLXML
- Business Rules Component
- MQSeries Agent
- UDDI

BizTalk Server 2013 R2 Standard

- Administration and Monitoring Tools
- Development Tools
- Software Development Kit(s)
- HTTP Receive Adapter
- SOAP Receive Adapter
- Windows SharePoint Services Adapter Web Service
- Windows Communication Foundation Adapters
- Business Activity Monitoring ("BAM") Event APIs and Interceptors & Administration Tools
- BAM Alert Provider for SQL Notification Services

- BAM Client
- BizTalk Server Related Schemas and Templates
- Business Activity Services
- Master Secret Server/Enterprise Single Sign-On
- MQHelper.dll
- ADOMD.NET
- MSXML
- SQLXML
- Business Rules Component
- MQSeries Agent
- UDDI

Exchange Server 2013 Enterprise

- Exchange Management Tools

Exchange Server 2013 Standard

- Exchange Management Tools

Forefront Identity Manager 2010 - Windows Live Edition

- Client Software

Microsoft Dynamics AX 2012 R3 Server

- Microsoft Dynamics AX 2012 R3 Windows Rich Client Software
- Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server

Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core

- Microsoft Dynamics AX 2012 R3 Windows Rich Client Software
- Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server

Microsoft Dynamics AX 2012 R3 Store Server

- Microsoft Dynamics AX 2012 R3 Windows Rich Client Software
- Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server

Microsoft Dynamics CRM 2015 Server

- Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM
- Microsoft Dynamics CRM for supported devices
- Microsoft Dynamics CRM 2015 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2015
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM 2015 Report Authoring Extensions
- Microsoft Dynamics CRM 2015 Best Practices Analyzer
- Microsoft Dynamics CRM 2015 Multilingual User Inferface (MUI)

Microsoft Dynamics CRM Workgroup Server 2015

- MarketingPilot Connector for Microsoft Dynamics CRM
- Microsoft Dynamics CRM for supported devices
- Microsoft Dynamics CRM 2015 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2015
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2015
- Microsoft Dynamics CRM 2015 Report Authoring Extensions
- Microsoft Dynamics CRM 2015 Best Practices Analyzer
- Microsoft Dynamics CRM 2015 Multilingual User Interface (MUI)

Microsoft Office Audit and Control Management Server 2013

- Software Development Kit

Project Server 2013

- Software Development Kit

SharePoint Server 2013

- Software Development Kit

Skype for Business Server 2015

Skype for Business Server 2015 as Deployed in:
- Archiving and Monitoring Server Role
- Audio/Video Conferencing Server Role
- Central Management Server Role
- Director Role
- Edge Server Role
- Persistent Chat Server Role
- Skype for Business 2015 Web App Server Role
- Mediation Server Role
- Reach Application Sharing Server Role
- Mobility Service Role
- Video Interop Server Role
- Autodiscovery Service Role
- Survivable Branch Appliance Role
- Unified Communications Application Server Role
- Web Conferencing Server Role
- Skype for Business Server 2015 Control Panel
- Skype for Business Server 2015 Group Chat Administration Tool
- Skype for Business Web App
- Skype for Business Phone Edition
- Topology Builder
- Administrative Tools
- PowerShell Snap-In

SQL Server 2012 Parallel Data Warehouse Core

- HDInsight Server
- Parallel Data Warehouse Control Virtual Machine

SQL Server 2014 Business Intelligence

- Data Quality Client
- Client Quality Connectivity
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Reporting Services Add-in For SharePoint Products
- Documentation Components
- Distributed Replay Client
- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK

SQL Server 2014 Enterprise

- Data Quality Client
- Client Quality Connectivity
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Reporting Services Add-in For SharePoint Products
- Documentation Components
- Distributed Replay Client
- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK

SQL Server 2014 Standard

- Data Quality Client
- Client Quality Connectivity
- Client Tools Backwards Compatibility
- Reporting Services Add-in For SharePoint Products
- Documentation Components
- Distributed Replay Client

- Client Tools Connectivity
- Client Tools SDK

- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK

System Center Virtual Machine Manager 2008 R2 Workgroup Edition

- Virtual Machine Manager Agent
- Physical to Virtual Agent
- Administrator Console

- Virtual Machine Manager Self Service Portal
- VMRC Client

Visual Studio Team Foundation Server 2013 with SQL Server 2014 Technology

- Team Explorer for Visual Studio 2013
- Visual Studio Team Foundation Build Services
- Visual Studio Team Foundation Server SharePoint Extensions
- Visual Studio Team Foundation Server Project Server Extensions

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Windows MultiPoint Server 2012 Premium

- For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=245856

Windows MultiPoint Server 2012 Standard

- For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=245856

Windows Server 2012 R2 Datacenter

- For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=290987

Windows Server 2012 R2 Essentials

- For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=290989

Windows Server 2012 R2 Standard

- For a list of additional software go to http://go.microsoft.com/fwlink/?LinkId=290987

Introduction ⁃⁺ Universal Terms ⁃⁺ Desktop Apps ⁃⁺ _____ Desktop OS _____ ⁃⁺ Processor/CAL ⁃⁺ Server/CAL ⁃⁺ Per Core

Mgmt Servers ⁃⁺ Specialty Servers ⁃⁺ Dev Tools ⁃⁺ Online Services ⁃⁺ Combined Models ⁃⁺ Appendices ⁃⁺ Product Index

Product Index

Introduction   -+ **Universal Terms** -+ **Desktop Apps** -+   **Desktop OS**   -+   **Processor/CAL**   -+   **Server/CAL**   -+   **Per Core**

Mgmt Servers   -+   **Specialty Servers** -+ **Dev Tools** -+ **Online Services** -+ **Combined Models** -+ **Appendices** -+ **Product Index**

Online Services Terms
October 1, 2014

Microsoft

Table of Contents

Introduction

Beginning July 1, 2014 these Online Services Terms (OST) replace the Online Services Use Rights (OLSUR). The OST contains terms that apply to Customer's use of Online Services. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below), as well as other products and services from Microsoft.

Most Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to http://microsoft.com/licensing/contracts.

Prior Versions

The OST provides terms for Online Services that are currently available. For earlier versions Customer may refer to http://go.microsoft.com/?linkid=9840733 or contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Additions	Deletions
Azure Directory Basic	
Microsoft Dynamics Marketing Sales Collaboration	
Office 365 Business	
Parature, from Microsoft	

Changes

General Terms

In the Compliance with Laws section, clarified Microsoft does not determine whether Customer Data is subject to any specific law or regulation.

Privacy and Security Terms
- In the General Privacy and Security Terms section, added Parature, from Microsoft, to the list of Online Services that are not covered.
- In the Data Processing Terms section, added Parature to the list of what's excluded from "Online Services" with Microsoft Dynamics CRM Online.
- In the Data Processing Terms section, added Exchange Online Protection to the list of what's included with "Online Services" for Office 365.

Instance and Storage Add-ons

Information related to Instance Add-on SLs and Storage Add-ons may be found in product support materials.

Enterprise Mobility Services

Created a new family of Online Services that includes Online Services available for purchase as the Enterprise Mobility Suite as well as other Online Services that are not part of the Suite.

Microsoft Azure Services

Corrected Clerical Error in July OST: changed hyperlink in the definition of "Microsoft Azure Services" back to what it had been in April Online Services Use Rights (OLSUR) document.

Microsoft Dynamics Online
- Changed the family name from Microsoft Dynamics Online to Microsoft Dynamics Online Services.
- Organized family into subsets of Online Services, and clarified which terms apply to all Products and which apply only to subsets.

Office 365 Services
- Added Office 365 ProPlus to the list of Office 365 Services covered by the Service Level Agreement.
- In Office 365 Applications Installation and Use Rights section, added right of users to install software with Shared Computer Activation (SCA) on a network server or Microsoft Azure Platform Services.

Other Online Services

- Changed the name from Microsoft Azure Directory Premium to Azure Active Directory Premium and moved under Enterprise Mobility Services family.
- Changed the name from Microsoft Rights Management to Azure Rights Management Service and moved under Enterprise Mobility Services family.

Windows Intune
Moved under Enterprise Mobility Services family.

Yammer
Removed prohibition against use by children under age 13.

Attachment 1, Notices
In the Notice about H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-4 Part Visual Standard and MPEG-2 Video Standard notice, fixed the hyperlink.

Attachment 2, Subscription License Suites
- Deleted Office 365 Small Business and Office 365 Small Business Premium Suite SLs.
- Added Office 365 Business Essentials, Office 365 Business Premium, Microsoft Dynamics CRM Online Professional, and Microsoft Dynamics CRM Online Enterprise Suite SLs.

General Terms

Customer may use the Online Services and related software as expressly permitted in Customer's Volume Licensing Agreement. Microsoft reserves all other rights. Customer must acquire and assign the appropriate Subscription Licenses required for its use of each Online Service. A User SL is required for each user that accesses the Online Service unless specified otherwise in the Online Service-specific Terms. Attachment 2 describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

Definitions

If any of the terms below are not defined in Customer's Volume Licensing Agreement, they have the definitions below. "Customer" means the government entity that has ordered the Microsoft Online Services from an authorized Microsoft reseller or Government Partner under the terms of a Volume License Agreement.

 "Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

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

"Licensed Device" means the 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.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft Volume Licensing Agreement, including any service identified in the Online Services section of the Product List. The Product List is located at http://go.microsoft.com/?linkid=9839207.

"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, that 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 all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"SL" means Subscription License.

Online Service Term Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current OST will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the OST that apply to Customer's use of those new features, supplements or related software.

Regulatory Changes & International Availability

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that is not generally applicable to businesses operating there. Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to www.microsoft.com/online/international-availability.aspx.

Data Retention

Microsoft will retain Customer Data stored in the Online Service in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90 day retention period ends, Microsoft will disable Customer's account and delete the Customer Data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data as described in this section.

Use of Software with the Online Service

Customer may need to install certain Microsoft software in order to use the Online Service. If so, the following terms apply:

Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The Online Service-specific Terms may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins

when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST.

Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's Volume Licensing Agreement. For Customer's convenience, Microsoft may include charges for the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service.

Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways.

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below.

Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Windows Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Acquired Rights

Microsoft and Customer agree that the provision and use of the Online Services is not intended to result in any liability under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EC as amended by Council Directive 98/50/EC) or any national laws or regulations implementing the same, or similar laws or regulations (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) (collectively, the "ARD"). Microsoft will defend Customer against any claim arising under the ARD alleging the transfer (or alleged transfer) of any employee or contractor to Customer as a result of the termination of any Online Service, provided Customer (i) notifies Microsoft promptly in writing, not later than 30 days after Customer receives notice of the claim; (ii) gives Microsoft control of the defense, with input from Customer, and any settlement negotiations, provided that for the U.S. Government the control of the defense and settlement is subject to 28 U.S.C. 516; and (iii) gives Microsoft the information, authority, and assistance Microsoft needs to defend against or settle the claim.

Electronic Notices

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

License Reassignment

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

Font Components

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service 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.

Multiplexing

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

Supplemental Terms

If any document or provision referenced in a URL included in these OST contains terms that (a) allow for the automatic termination of the Online Services; (b) allow for the automatic renewal of fees; (c) require the governing law to be anything other than Federal law; (d) require Customer to indemnify Microsoft or any third party; and/or (e) otherwise violate applicable law, then such provision shall not apply.

Disputes

Violation of any of the terms and/or provisions in this OST document may be considered a material breach and shall be handled in accordance with the Contracts Disputes Act (41 U.S.C. §§7101-7109).

Privacy and Security Terms

This section of the Online Services Terms has two parts:
- General Privacy and Security Terms, which apply to all Online Services; and
- Data Processing Terms, which are additional commitments for certain Online Services.

General Privacy and Security Terms

Scope

The terms in this section apply to all Online Services except Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management Platform, Translator API, Yammer, and Parature, from Microsoft, which are governed by the privacy and/or security terms referenced below in the applicable Online Service-specific Terms.

Use of Customer Data

Customer Data will be used only to provide Customer the Online Services including purposes compatible with providing those services. Microsoft will not use Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Customer grants to Microsoft to provide the Online Services to Customer. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Disclosure of Customer Data

Microsoft will not disclose Customer Data outside of Microsoft or its controlled subsidiaries and affiliates except (1) as Customer directs, (2) with permission from an end user, (3) as described in the OST, or (4) as required by law.

Microsoft will not disclose Customer Data to law enforcement unless required by law. Should law enforcement contact Microsoft with a demand for Customer Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third party request for Customer Data (such as requests from Customer's end users), Microsoft will promptly notify Customer unless prohibited by law. If Microsoft is not required by law to disclose the Customer Data, Microsoft will reject the request. If the request is valid and Microsoft could be compelled to disclose the requested information, Microsoft will attempt to redirect the third party to request the Customer Data from Customer.

Except as Customer directs, Microsoft will not provide any third party: (1) direct, indirect, blanket or unfettered access to Customer Data; (2) the platform encryption keys used to secure Customer Data or the ability to break such encryption; or (3) any kind of access to Customer Data if Microsoft is aware that such data is used for purposes other than those stated in the request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) apply, Microsoft acknowledges that for the purposes of the OST, Microsoft is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

Security

Microsoft is committed to helping protect the security of Customer's information. Microsoft has implemented and will maintain and follow appropriate technical and organizational measures intended to protect Customer Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

Security Incident Notification

If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such equipment or facilities resulting in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to one or more of Customer's administrators by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on each applicable Online Services portal. Microsoft's obligation to report or respond to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to an Online Service.

Location of Data Processing

Except as described elsewhere in the OST, Customer Data that Microsoft processes on Customer's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its affiliates or subcontractors maintain facilities. Customer appoints Microsoft to perform any such transfer of Customer Data to any such country and to store and process Customer Data in order to provide the Online Services. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

Preview Releases

Microsoft may offer preview, beta or other pre-release features and services ("Previews") for optional evaluation. Previews may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise provided, Previews are not included in the SLA for the corresponding Online Service.

Use of Subcontractors

Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations in the OST. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the OST.

How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at http://go.microsoft.com/?linkid=9846224. Microsoft's mailing address is:

> **Microsoft Enterprise Service Privacy**
> Microsoft Corporation
> One Microsoft Way
> Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

> **Microsoft Ireland Operations, Ltd.**
> Attn: Data Protection
> Carmenhall Road
> Sandyford, Dublin 18, Ireland

Data Processing Terms

The Data Processing Terms (DPT) include the terms in this section.

The Data Processing Terms also include the "Standard Contractual Clauses," pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under the EU Data Protection Directive. The Standard Contractual Clauses are in Attachment 3. In addition,

- Execution of the Volume Licensing Agreement includes execution of Attachment 3, which is countersigned by Microsoft Corporation;
- The terms in Customer's Volume Licensing Agreement, including the DPT, constitute a data processing agreement under which Microsoft is the data processor; and

- The DPT control over any inconsistent or conflicting provision in Customer's Volume Licensing Agreement and, for each subscription, will remain in full force and effect until all of the related Customer Data is deleted from Microsoft's systems in accordance with the DPT.

Customer may opt out of the "Standard Contractual Clauses" or the Data Processing Terms in their entirety. To opt out, Customer must send the following information to Microsoft in a written notice (under terms of the Customer's Volume Licensing Agreement):

- the full legal name of the Customer and any Affiliate that is opting out;
- if Customer has multiple Volume Licensing Agreements, the Volume Licensing Agreement to which the Opt Out applies;
- if opting out of the entire DPT, a statement that Customer (or Affiliate) opts out of the entirety of the Data Processing Terms; and
- if opting out of only the Standard Contractual Clauses, a statement that Customer (or Affiliate) opts out of the Standard Contractual Clauses only.

In countries where regulatory approval is required for use of the Standard Contractual Clauses, the Standard Contractual Clauses cannot be relied upon under European Commission 2010/87/EU (of February 2010) to legitimize export of data from the country, unless Customer has the required regulatory approval.

In the DPT, the term "Online Services" applies only to the services in the table below, excluding any Preview features or services, and "Customer Data" includes only Customer Data that is provided through use of those Online Services.

Online Services	
Microsoft Dynamics Online Services	Microsoft Dynamics Online Services made available through volume licensing or the Microsoft online services portal, excluding (1) Microsoft Dynamics CRM for supported devices, which includes but is not limited to Microsoft Dynamics CRM Online Services for tablets and/or smartphones and (2) any separately-branded service made available with or connected to Microsoft Dynamics CRM Online, such as Microsoft Social Listening, Parature, from Microsoft, and Microsoft Dynamics Marketing.
Office 365 Services	1. Exchange Online, Exchange Online Archiving, Exchange Online Protection, SharePoint Online, OneDrive for Business, Lync Online, and Office Online included in Office 365 Enterprise Plans E1, E2, E3, E4, K1 and K2; and 2. Exchange Online Plans 1, 2, Basic and Kiosk; SharePoint Online Plans 1, 2 and Kiosk; OneDrive for Business, Office Online Plans 1 and 2; and Lync Online Plans 1, 2 and 3. Office 365 Services do not include Office 365 ProPlus or any separately branded service made available with an Office 365-branded plan or suite, such as a Bing or Yammer service or a service branded "for Office 365."
Microsoft Azure Core Services	Cloud Services (web and worker roles), Virtual Machines (including with SQL Server), Storage (Blobs, Tables, Queues), Virtual Network, Traffic Manager, Web Sites, BizTalk Services, Media Services, Mobile Services, Service Bus, Multi-Factor Authentication, Active Directory, Rights Management Service, SQL Database, and any other features identified as included on the Microsoft Azure Trust Center.
Windows Intune Online Services	The cloud service portion of Windows Intune such as the Windows Intune Add-on Product (Volume Licensing SKU number U7U-00007). It does not include any on-premises software made available with a Windows Intune subscription.

Location of Customer Data at Rest

Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services**. If Customer provisions its tenant in the United States or the EU, Microsoft will store the following Customer Data at rest within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments) and (2) SharePoint Online site content and the files stored within that site.
- **Windows Intune Online Services**. When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Windows Intune Trust Center.
- **Microsoft Azure Core Services**. If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Dynamics CRM Online Services**. For entities managed by the Microsoft Dynamics CRM Online Service, if Customer provisions its tenant in the United States or EU, Microsoft will store Customer Data at rest in the United States or EU, as applicable.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Privacy

- **Customer Data Deletion or Return**. No more than 180 days after expiration or termination of Customer's use of an Online Service, Microsoft will disable the account and delete Customer Data from the account.
- **Transfer of Customer Data**. Microsoft will, during the term designated under Customer's Volume Licensing Agreement, remain certified under the EU and Swiss Safe Harbor programs, provided that they are maintained by the United States government. In addition, unless Customer has opted out of the Standard Contractual Clauses, all transfers of Customer Data out of the European Union, European Economic Area, and Switzerland shall be governed by the Standard Contractual Clauses.
- **Microsoft Personnel**. Microsoft personnel will not process Customer Data without authorization from Customer. Microsoft personnel are obligated to maintain the security and secrecy of any Customer Data as provided in the DPT and this obligation continues even after their engagements end.
- **Subcontractor Transfer**. Any subcontractors to whom Microsoft transfers Customer Data, even those used for storage purposes, will have entered into written agreements with Microsoft that are no less protective than the DPT. Customer has previously consented to Microsoft's transfer of Customer Data to subcontractors as described in the DPT. Except as set forth in the DPT, or as Customer may otherwise authorize, Microsoft will not transfer to any third party (not even for storage purposes) personal data Customer provides to Microsoft through the use of the Online Services. Each Online Service has a website that lists subcontractors that are authorized to access Customer Data. At least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the applicable website and provide Customer with a mechanism to obtain notice of that update. If Customer does not approve of a new subcontractor, then Customer may terminate the affected Online Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Online Service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for the terminated Online Services from subsequent Customer invoices.

Additional European Terms.

These Additional European Terms apply only if Customer has end users in the European Economic Area ("EEA") or Switzerland.

- **End Users in EEA or Switzerland**. Terms used in the DPT that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "EU Data Protection Directive").
- **Intent of the Parties**. For the Online Services, Microsoft is a data processor (or sub-processor) acting on Customer's behalf. As data processor (or sub-processor), Microsoft will only act upon Customer's instructions. The OST and Customer's Volume Licensing Agreement (including the terms and conditions incorporated by reference therein) are Customer's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer's Volume Licensing Agreement.
- **Duration and Object of Data Processing**. The duration of data processing shall be for the term designated under Customer's Volume Licensing Agreement. The objective of the data processing is the performance of the Online Services.
- **Scope and Purpose of Data Processing**. The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in the DPT and Customer's Volume Licensing Agreement.
- **Customer Data Access**. For the term designated under Customer's Volume Licensing Agreement Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Customer with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Customer's behalf.

Security

- **General Practices**. Microsoft has implemented and will maintain and follow for the Online Services the following security measures, which, in conjunction with the security commitments in the OST, are Microsoft's only responsibility with respect to the security of Customer Data.

Domain	Practices
Organization of Information Security	**Security Ownership**. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
	Security Roles and Responsibilities. Microsoft personnel with access to Customer Data are subject to confidentiality obligations.
	Risk Management Program. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service.
	Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.
Asset Management	**Asset Inventory**. Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.
	Asset Handling

Domain	Practices
	- Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities.
Human Resources Security	**Security Training**. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.
Physical and Environmental Security	**Physical Access to Facilities**. Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals. **Physical Access to Components**. Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain. **Protection from Disruptions**. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference. **Component Disposal**. Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.
Communications and Operations Management	**Operational Policy**. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data. **Data Recovery Procedures** - On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered. - Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located. - Microsoft has specific procedures in place governing access to copies of Customer Data. - Microsoft reviews data recovery procedures at least every six months. - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. **Malicious Software**. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks. **Data Beyond Boundaries** - Microsoft encrypts, or enables Customer to encrypt, Customer Data that is transmitted over public networks. - Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption). **Event Logging**. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
Access Control	**Access Policy**. Microsoft maintains a record of security privileges of individuals having access to Customer Data. **Access Authorization** - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins. **Least Privilege** - Technical support personnel are only permitted to have access to Customer Data when needed. - Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.

Domain	Practices
	Integrity and Confidentiality - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. **Authentication** - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. **Network Design**. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.
Information Security Incident Management	**Incident Response Process** - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time. **Service Monitoring**. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.
Business Continuity Management	- Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located. - Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original or last-replicated state from before the time it was lost or destroyed.

Certifications and Audits

- Microsoft has established and agrees to maintain a data security policy (Online Information Security Policy) for each Online Service that complies with the ISO 27001 standards for the establishment, implementation, control, and improvement of the Information Security Management System and the ISO/IEC 27002 code of best practices for information security management. On a confidential need-to-know basis, and subject to Customer's agreement to non-disclosure obligations Microsoft specifies, Microsoft will make the Online Information Security Policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies. Customer is solely responsible for reviewing the Online Information Security Policy, making an independent determination as to whether the Online Information Security Policy meets Customer's requirements, and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security. If Customer is subject to the Standard Contractual Clauses, then this section is in addition to Clause 5 paragraph f and Clause 12 paragraph 2 of the Standard Contractual Clauses.

- Microsoft will audit the security of the computers and computing environment that it uses in processing Customer Data (including personal data) on the Online Services and the physical data centers from which Microsoft provides the Online Services. This audit: (1) will be performed at least annually; (2) will be performed according to ISO 27001 standards; (3) will be performed by qualified, independent third party security professionals at Microsoft's selection and expense; (4) will result in the generation of an audit report (Microsoft Audit Report), which will be Microsoft's confidential information; and (5) may be performed for other purposes in addition to satisfying this section (e.g., as part of Microsoft's regular internal security procedures or to satisfy other contractual obligations).

- If Customer requests in writing, Microsoft will provide Customer with a confidential summary of the Microsoft Audit Report (Summary Report) so that Customer can reasonably verify Microsoft's compliance with the security obligations under the DPT. The Summary Report will clearly disclose the scope of the audit and any material findings by the auditor. The Summary Report is Microsoft confidential information.

- If the Standard Contractual Clauses apply, then Customer agrees to exercise its audit right by instructing Microsoft to execute the audit as described in this section of the DPT. If Customer has not opted out of the Standard Contractual Clauses and desires to change this instruction

regarding exercising this audit right, then Customer has the right to change this instruction as mentioned in the Standard Contractual Clauses, which shall be requested in writing.

- If the Standard Contractual Clauses apply, then nothing in this section of the DPT varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. Microsoft Corporation is an intended third-party beneficiary of this section.

Online Service Specific Terms

If an Online Service is not listed below, it does not have any Online Service-specific terms.

Microsoft Azure Services

Notices
The Customer Support and H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in Attachment 1 apply.

Service Level Agreement
Refer http://azure.microsoft.com/en-us/support/legal/sla/.

Definitions
"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

"Managed Service Solution" means a managed IT service provided by Customer to a third party that consists of the administration of and support for Microsoft Azure Services.

"Microsoft Azure Services" means one or more of the Microsoft services and features identified at http://azure.microsoft.com/en-us/services, except where identified as licensed separately.

Limitations
Customer may not
- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

Retirement of Services or Features
Microsoft will provide Customer with 12 months' notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

Data Retention after Expiration or Termination
The expiration or termination of Customer's Online Service subscription will not change Customer's obligation to pay for hosting of Customer Data during any Extended Term.

Hosting Exception
Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer's Volume Licensing Agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's Volume Licensing Agreement are met by that use.

Managed Service Exception
Customer may provide a Managed Service Solution provided (i) Customer has the sole ability to access, configure, and administer the Microsoft Azure Services, (ii) Customer has administrative access to the virtual OSE(s), if any, in the Managed Service Solution, and (iii) the third party has administrative access only to its application(s) or virtual OSE(s). Customer is responsible for the third party's use of Microsoft Azure Services in accordance with the terms of the Volume Licensing Agreement.

Virtual Machines
Microsoft Azure Services may provide Customer with the option of running Windows Server and other Microsoft software in a Virtual Machine. Customer agrees to secure the rights necessary to run all software (including the operating system) within Customer's Virtual Machines. Customer may use that software only within the Microsoft Azure Services and only in conjunction with Customer's permitted use of any applicable Microsoft Azure role, and subject to the Universal and General Terms for the software detailed in the License Agreement/Product Use Rights document found at http://go.microsoft.com/?linkid=9839206 or its successor site.

Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

Import/Export Services

Customer's use of the Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft with respect to the preparation, treatment and shipment of the physical media containing its data (storage media), which will be provided via email or at www.go.microsoft.com/fwlink/?linkid=301900&CLCID=0X409 . Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. All incoming storage media will be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Exported storage media will be shipped DAP Customer Dock (INCOTERMS 2010). Customer is responsible for ensuring that the data exported on storage media is permitted to be shipped to the location Customer provides.

Customer agrees that Microsoft has no duty with respect to the storage media and the data contained therein and no liability for lost, damaged or destroyed storage media. Customer is solely responsible for taking any precautions to protect the storage media and data contained therein, including without limitation: encrypting data, tamper-proof packaging, shipping insurance, data backup, and data redundancy.

Store

Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as Microsoft Azure Store and the Virtual Machine Gallery, subject to separate terms available at http://azure.microsoft.com/en-us/support/legal/microsoft-azure-store-terms/.

Enterprise Mobility Services

Notices

The Bing Maps Notices in Attachment 1 apply.

Subscription License Suites

In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Azure Active Directory Premium, Azure Rights Management, and Windows Intune.

Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Forefront Identity Manager software that is included with a Microsoft Azure Active Directory Premium User SL.

Azure Rights Management Service

Windows Intune

Windows Intune (per user)	Windows Intune Add-on for System Center Configuration
Windows Intune with Windows Desktop Operating System (per user)	Manager and System Center Endpoint Protection (per user)
	("Windows Intune Add-On")

Manage Devices

Each user to whom Customer assigns a User SL may access and use the Online Service and related software (including System Center software) to manage up to five devices.

Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: 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.

The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Use Rights. The License Agreement/Product Use Rights is located at http://go.microsoft.com/?linkid=9839206..

SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

The following additional terms apply to Windows Desktop Operating System Service that customers receive with Windows Intune with Windows Desktop Operating System Service:

Notices

H.264/AVC Visual Standard, VC-1 Video Standard, MPEG-2 Video Standard, MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notice in Appendix 1 applies to Windows Intune with Windows Desktop Operating System.

Access to Online Service

Each user to whom Customer assigns a Windows Intune with Windows Desktop Operating System User SL may access and use the Online Service and other related software (including System Center software) to manage the user's Windows Device and up to four additional devices.

Assigning the Windows Desktop Operating System License

Each user who has been assigned a User SL (the Primary User) may use the Windows software (as described in the "Windows Desktop Operating System" section below) on a single device, which must have an assigned and installed qualifying operating system license. That device is the Primary User's Windows Device for purposes of these license terms and the Microsoft Desktop Optimization Pack (MDOP) license terms Product Use Rights. The License Agreement/Product Use Rights is located at http://go.microsoft.com/?linkid=9839206.

Qualifying operating system licenses (both 32 and 64-bit) include the following:

- Windows 8 and 8.1 Enterprise or Pro, (diskless, N, K and KN editions)
- Windows 7 Enterprise or Professional (diskless) (including the N, K and KN editions),\ or Ultimate
- Windows Vista Enterprise (N, K, KN editions), Business (N, K, KN, Blade editions) or Ultimate
- Windows XP Professional or Tablet Editions (including the N, K, KN and Blade editions), Windows XP Pro N or Windows XP Pro Blade PC
- Windows 2000 Professional
- Windows NT Workstation 4.0
- Windows 98 (including 2nd Edition)
- Apple Macintosh

Windows Desktop Operating System

The License Agreement/Product Use Rights for the Windows Enterprise Operating System apply to the Windows desktop operating system software included with the User SL, except as provided in this section. Software, as used here, refers to Windows Enterprise.

1. Customer may install one copy of Windows 8.1 Enterprise, 8.1 Pro, or any earlier supported version of the software on the Windows Device on up to two processors. The Primary User may use the software for work-related purposes locally or remotely.

2. **Local Virtualization Rights.** The Primary User may run up to four Instances in virtual OSEs and one Instance in the Physical OSE locally on the Windows Device. If all of the Instances permitted to run in virtual OSEs locally are used, Customer may use the Instance in the Physical OSE only to host and manage the virtual OSEs.

3. **Remote Virtualization Rights.** When using the Windows Device, the Primary User may remotely access up to four Instances of the software running in virtual OSEs or one instance of the software running in one physical OSE on a device in Customer's datacenter.

4. **Roaming Use Rights.** The Primary User may remotely access the permitted Instances running on servers in Customer's datacenter from a device that is not controlled, directly or indirectly, by Customer or its Affiliates (a "Qualifying Third Party Device") from anywhere off Customer's or its Affiliates' premises and may run one Instance of the software in a virtual OSE on a Qualifying Third Party Device while off Customer's or its Affiliates' premises.

5. **Windows to Go Rights.** Customer may create and store an Instance of the software on up to two USB drives for the Primary User to run on any Windows Device or on a Qualifying Third Party Device from anywhere off Customer's or Customer's Affiliates' premises.

6. The Primary User may remotely access any permitted Instance of the software running on servers in Customer's datacenter from a Windows RT Companion Device, where "Window RT Companion Device" means any additional device that is used by the Primary User and properly licensed by Customer (not a third party) for Windows RT or Windows RT 8.1.

7. Customer may connect up to 20 devices to the Windows Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services. An unlimited number of connections are allowed for Key Management Services activation or similar technology.

8. Customer may create any number of Instances of the software and store them on any of Customer's servers or storage media solely to exercise Customer's right to run Instances of the software under any of Customer's Windows Intune with Windows Desktop Operating System (per user) licenses.

9. Other users may access the software solely to provide technical support using Remote Assistance (or similar technology) or administering the software.

Reassignment of Windows Desktop OS

Subject to the general rule against short-term reassignment of licenses, Customer may reassign its license to a qualifying replacement device. A qualifying replacement device is a device to which Customer has assigned a license and upon which Customer has installed the latest version of the Windows desktop operating system. Customer may reassign its license sooner if it retires the licensed device due to permanent hardware failure. Customer may replace a Windows Device with another device, but not on a short-term basis (90 days or less) and only if that replacement device is licensed for a supported qualifying version of the Windows desktop operating system. Licenses that are granted or acquired in connection with other qualifying licenses (e.g., MDOP) generally must be reassigned as and when the qualifying license is reassigned.

Windows Operating System Buy-out option

A buy-out option is available to obtain perpetual Licenses for the latest version of Windows Enterprise that is made available to Customer under its Windows Intune with Windows Desktop Operating System subscription on or before the date Customer exercises the buy-out option (the "Windows Enterprise Software"). A buy-out order may be submitted during or any time after the 12th calendar month of an active Windows Intune with Windows Desktop Operating System subscription or up to 90 days after Customer's subscription expires or is cancelled. Customer will be required to pay any outstanding subscription and/or cancellation fees upon or in advance of exercising the buy-out option. Customer's buy-out order for Windows Enterprise Software may include a number of Licenses up to but not exceeding the number of active SLs Customer currently has (or had up to 90 days prior to buy-out) for Windows Intune with Windows Desktop Operating System. For pricing, payment terms, and information about how to exercise the buy-out option Customer should contact its local support center: www.microsoft.com/online/help/en-us/helphowto/0d8eb4c2-77c5-4dd8-b66c-9f1de7451e24.htm.

Perpetual Licenses

Upon Microsoft's acceptance of Customer's buy-out order and receipt of payment in full, Customer will have perpetual Licenses for the Windows Enterprise Software for the number of Licenses specified in the buy-out order. Perpetual Licenses received under the buy-out option remain subject to the terms of Customer's Volume Licensing Agreement (including these Online Services Terms, as further specified below, and all License limitations), and supersede and replace Customer's underlying perpetual Licenses for a qualifying Microsoft desktop operating system. The terms governing Customer's ongoing use of the Windows Enterprise Software survive expiration or termination of Customer's Volume Licensing Agreement.

Buy-Out Option

Notwithstanding anything to the contrary in Customer's Volume Licensing Agreement, Customer may not reassign perpetual Windows desktop operating system licenses acquired under the Windows Intune with Windows Desktop Operating System buy-out option to replacement devices.

Assigning Licenses

Customer must assign the perpetual licenses Customer acquires under the buy-out option to Windows Devices on which Customer used the software under Customer's corresponding Windows Intune with Windows Desktop Operating System (per user) SLs.

Product Use Rights
The License Agreement/Product Use Rights for the Windows Enterprise Operating System apply to Customer's use of Windows Enterprise Software under the perpetual Licenses Customer acquires under the buy-out option. The License Agreement/Product Use Rights is located at http://go.microsoft.com/?linkid=9839206. The Virtualization Rights, Roaming Use Rights, Windows to Go Rights and Companion Devices described above in this section do not apply.

<div align="right">Table of Contents / General Terms</div>

Microsoft Dynamics Online Services

Notices
The Bing Maps and Customer Support Notices in Attachment 1 apply.

Subscription License Suites
In addition to User SLs, refer to Attachment 2 for other offerings that fulfill SL requirements

Microsoft Dynamics CRM Online

Microsoft Dynamics CRM Online Essentials	Microsoft Dynamics CRM Online Professional
Microsoft Dynamics CRM Online Basic	Microsoft Dynamics CRM Online Enterprise

External Users
External Users of all editions of Microsoft Dynamics CRM Online do not need an SL to access the Online Service unless using Microsoft Dynamics CRM clients. This exemption does not apply to access of the Microsoft Dynamics Marketing, Microsoft Social Listening, or Parature, from Microsoft.

<div align="right">Table of Contents / General Terms</div>

Microsoft Dynamics Marketing

Microsoft Dynamics Marketing Enterprise
Microsoft Dynamics Marketing Sales Collaboration

Service Level Agreement
There is no SLA for Microsoft Dynamics Marketing.

Web User Profile
Users configured and accessing this Online Service as Web Portal Users do not need User SLs.

<div align="right">Table of Contents / General Terms</div>

Microsoft Social Listening

Microsoft Social Listening Professional

Service Level Agreement
There is no SLA for Microsoft Social Listening.

Social Content Obtained through Microsoft Social Listening
"Social Content" is publicly-available content collected from social media networks (such as Twitter, Facebook and YouTube) and data indexing or data aggregation services in response to Customer's search queries executed in Microsoft Social Listening. Social Content is not Customer Data. Microsoft reserves the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a takedown request under the Digital Millennium Copyright Act;
- instruct Customer to edit or delete Social Content, if Customer exports Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

Parature, from Microsoft

Parature Enterprise

Service Level Agreement

There is no SLA for Parature, from Microsoft.

Customer may use Parature in accordance with the privacy and/or security terms located at http://www.parature.com/privacylegal/.

Office 365 Services

Notices

The Bing Maps Notices in Attachment 1 apply.

Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

Administration Portal

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

Subscription License Suites

In addition to User SLs, refer to Attachment 2 for other SLs that fulfill requirements for Exchange Online Plans 1 and 2, Lync Online Plans 1 and 2 and SharePoint Online Plans 1 and 2.

Exchange Online

Data Loss Prevention	Exchange Online Kiosk
Exchange Online Archiving for Exchange Online	Exchange Online Plan 1
Exchange Online Archiving for Exchange Server	Exchange Online Plan 2

Core Features for Office 365 Services – Exchange Online

Exchange Online or its successor service will have the following Core Features capabilities:

Emails

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

Mobile and Web Browser Access

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages.

Deleted Item and Mailbox Recovery

Customer will be able to recover the contents of a deleted non-shared mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Calendar

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.

Contacts

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

Core Features for Office 365 Services – Exchange Online Archiving

Exchange Online Archiving or its successor service will have the following Core Features capabilities:

Storage

Customer will be able to allow an end user to store email messages.

Retention Policies

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

Deleted Item and Mailbox Recovery

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

Legal Hold

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

Archiving

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

Archiving for Exchange Server

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The License Agreement/Product Use Rights is located at http://go.microsoft.com/?linkid=9839206.

> **Comment [A1]:** Same problem; when open the hyperlink it takes the user to the location of PUR. But when copied to the browser, it takes to the generic MS page. Asking WWLP for explanation.
>
> **Comment [A2]:** Confirm link

Data Loss Prevention Device License

If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Lync Online

Lync Online Plan 1
Lync Online Plan 2

Notices

The Recording and the H.264/MPEG-4 AVC and/or VC-1 Notices in Attachment 1 apply.

Core Features for Office 365 Services

Lync Online or its successor service will have the following Core Features capabilities:

Instant Messaging

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence
An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings
An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

Office 365 Applications

Office 365 Business	Project Pro for Office 365
Office 365 ProPlus	Visio Pro for Office 365

Service Level Agreement
There is no SLA for Project Pro for Office 365 and Visio Pro for Office 365.

Installation and Use Rights
Each user to whom Customer assigns a User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install the software, with Shared Computer Activation (SCA), on a network server or Microsoft Azure Platform Services and use the software to create, edit, or save documents. For the purpose of this use right "network server" means a physical hardware server solely dedicated to Customer use. This SCA provision does not apply to Customers license for Office 365 Business; and
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.

The following terms apply only to Office 365 Business and Office 365 ProPlus
Smartphone and Tablet Devices
Each user to whom Customer assigns a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of user's smartphones and five of user's tablets.

The following terms apply only to Office 365 ProPlus
Office Home & Student 2013 RT Commercial Use
Each User SL for Office 365 ProPlus modifies the user's right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

Office Web Apps Server 2013
Each Office 365 ProPlus user may use the Office Web Apps Server 2013 software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

Subscription License Suites
In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer Attachment 2).

Office Online

Core Features for Office 365 Services
Office Online or its successor service will have the following Core Features capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

External Users
External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

OneDrive for Business

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

Project Online

Project Lite
Project Online

SharePoint Online

Duet Enterprise Online for Microsoft SharePoint and SAP	SharePoint Online Plan 1
SharePoint Online Kiosk	SharePoint Online Plan 2

Core Features for Office 365 Services

SharePoint Online or its successor service will have the following Core Features capabilities:

Collaboration Sites

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

Storage

Customer will be able to set storage capacity limits for a site created by an end user.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online Kiosk, Plan 1 and Plan 2.

Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

Other Online Services

Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to provide access to the services. Each Service SL must be purchased with at least one of the following qualifying Add-On SLs:

- a Website usage Add-On SL, which is required for unauthenticated users to access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform through Customer's programs based on the number of billable transactions per month,
- a public website usage SL, which is available for a specified number of billable transactions for use on a website that is available publicly without restriction,
- an Internal Website Usage Add-on, which is available for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network,
- Bing Maps Unlimited Add-on,
- Bing Maps Known User SL, or
- Bing Maps Light Known User SL.

Qualifying Bing Maps Mobile Asset Management Platform Service SL Add-on SLs

For the Bing Maps Mobile Asset Management Platform, an Add-on SL is required for each tracked Asset whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Bing Maps Mobile Asset Management Platform. "Asset" is defined as any vehicle, device or other mobile object. These Add-on SLs are for a specified number of tracked Assets.

Authenticated Users
Users that are authenticated by Customer's programs that access Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform must have a SL.

Bing Maps APIs
Customer may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located at http://go.microsoft.com/fwlink/p/?LinkID=66121 and http://go.microsoft.com/fwlink/p/?LinkID=223436.

Bing Maps Privacy
The Bing Privacy Statement and privacy terms in the Microsoft Bing Maps Platform API Terms of Use located at: http://go.microsoft.com/fwlink/?LinkID=248686 apply to Customer's use of the Bing Maps Services.

Microsoft Learning E-Reference Library

Any person that has valid access to Customer's computer or internal network may copy and use the documentation for Customer's internal reference purposes. Documentation does not include electronic books.

Microsoft Learning IT Academy

Service SL
A Service SL is required for each Location that accesses or uses any Microsoft Learning IT Academy service or benefit. Location is defined as a physical site with staff under the same administrator, such as a principal, in a single building or group of buildings located on the same campus.

IT Academy Program Guidelines
The IT Academy program guidelines, located at http://www.microsoft.com/itacademy, apply to Customer's use of the Microsoft Learning IT Academy and its benefits.

Program Benefits Provided by Third-Party
Program benefits may only be used by a licensed institution's faculty, staff and students currently enrolled in the licensed institution.

Office 365 Developer

No Production Use of Office 365 Developer
Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users
Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

Power BI for Office 365

Notices
The Bing Maps Notices in Attachment 1 apply.

System Center Endpoint Protection

Device SLs

An SL is required for each device that accesses System Center Endpoint Protection or related software, excluding Servers, which require Server Management Licenses.

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 2012 R2 Datacenter and Standard license terms in the Management Servers section of the Product Use Rights. The License Agreement/Product Use Rights is located at http://go.microsoft.com/?linkid=9839206. 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.

Comment [A3]: Ditto – 2 outcomes based on how you get to the link.

Comment [A4]: Same as above

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.

Translator API

Customer may use Translator API in accordance with the Translator API Terms of Use, including successor Terms, located at http://aka.ms/translatortou and the Translator Privacy Statement located at http://aka.ms/translatorprivacy.

Yammer Enterprise

External Users

External Users invited to Yammer via external network functionality do not need User SLs.

Microsoft's use of Customer Data

Despite anything to the contrary in Customer's Volume Licensing Agreement or the OST, Microsoft's use of Customer Data in the Yammer Enterprise online service, both before and after Customer's Online Service subscription terminates, will be governed by the Yammer Privacy Statement at www.yammer.com/about/privacy.

Attachment 1 – Notices

Bing Maps

The Online Service or its included software includes 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 go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Customer Support

If Customer's volume licensing agreement incorporates a Master Business Agreement dated before September 1, 2007 (and Customer has not signed any other master-level Microsoft Professional Services agreement) or if Customer licenses under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only, Customer Support is provided subject to these additional terms.

Definitions

Terms used in this Customer Support Notice but not defined will have the definition provided in Customer's volume licensing agreement.

"Customer Support" means all support or advice provided to Customer under Customer's volume licensing agreement.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Customer Support to address a specific issue.

Fixes

If Microsoft provides Fixes to Customer in the course of performing Customer Support, those Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate unless the Fixes include separate terms, in which case those terms will govern. If Fixes are provided for Microsoft Azure Services, Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing or Microsoft Social Listening, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, Customer shall have a non-exclusive, temporary, fully paid-up license to use and reproduce the Fixes solely for Customer's internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independent of Customer's volume licensing agreement (Pre-Existing Work) shall remain the sole property of the party providing the Pre-Existing Work. During the performance of Customer Support, each party grants to the other party (and Microsoft's contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-Existing Work provided to the other party, solely as needed to perform its obligations in connection with the Customer Support. 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 Customer Support 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. If Customer is located in the Czech Republic, Customer represents that the author has granted relevant approvals to modify Customer's pre-existing work. Any violation of conditions of Customer's volume licensing agreement, or any other statements regarding customer support under that agreement, by Customer will be a condition subsequent for obtaining the perpetual license to Microsoft's Pre-existing Work that Microsoft leaves to Customer at the end of Microsoft's performance of Customer Support.

Materials

Microsoft shall own all rights in any materials developed by Microsoft (other than software code) and provided to Customer in connection with Customer Support ("Materials"), except to the extent such Materials constitute Customer's Pre-Existing Work. Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Customer's internal business operations and without any obligation of accounting or payment of royalties.

Sample Code

Microsoft grants Customer a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that Customer agrees: (i) to not use Microsoft's name, logo, or trademarks to market Customer's software product in which the Sample Code is embedded; and (ii) to include a valid copyright notice on Customer's software product in which the Sample Code is embedded. Customer authorizes and consents to the use or distribution of any Sample Code and Customer software product in accordance with 28 U.S.C. 1498.
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Affiliates' Rights

Customer may sublicense the rights contained in this section to Affiliates, but Customer's Affiliates may not sublicense these rights and their use must be consistent with the license terms contained in Customer's volume licensing agreement.

Warranty for Customer Support

Microsoft warrants that all Customer Support will be performed with professional care and skill.

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

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-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 AND MPEG-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 AND MPEG-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. REFER TO 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 compliant with the VIDEO STANDARDS technologies for distribution to third parties.

Attachment 2 – Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. If, in the table below, a cell is shaded blue in an Online Service's row, the Suite SL for the column the cell is in fulfills the SL requirements for the cell's Online Services.

Online Service	Office 365 Enterprise				Office 365 Government				Office 365 Education			Office 365 Business Essentials	Office 365 Business Premium	Office 365 Midsize Business	Enterprise Mobility Suite	Microsoft Dynamics CRM Online	
	K1	E1	E3	E4	K1	E1	E3	E4	E1	E3	E4					Pro.	Ent.
Exchange Online												■	■				
Exchange Online Kiosk	■				■												
Exchange Online Plan 1		■				■			■					■			
Exchange Online Plan 2			■	■			■	■		■	■						
SharePoint Online												■	■				
SharePoint Online Kiosk	■				■												
SharePoint Online Plan 1		■				■			■					■			
SharePoint Online Plan 2			■	■			■	■		■	■						
Lync Online												■	■				
Lync Online Plan 1																	
Lync Online Plan 2		■	■	■		■	■	■	■	■	■			■			
Yammer Enterprise		■	■	■					■	■	■	■	■	■			
Office Online	■	■	■	■	■	■	■	■	■	■	■	■	■	■			
Office 365 Business													■				
Office 365 ProPlus			■	■			■	■		■	■			■			
Windows Intune															■		
Azure Rights Management															■		
Azure Active Directory Premium															■		
Microsoft Dynamics Marketing Sales Collaboration																■	
Microsoft Dynamics Marketing Enterprise																	■
Microsoft Social Listening Professional																■	■
Parature Enterprise																	■

Add-on Suite SLs that include "without ProPlus" in the title do not include rights to Office 365 ProPlus.

Attachment 3 – The Standard Contractual Clauses (Processors)

To the extent Customer is subject to Article 26(2) of Directive 95/46/EC and to the extent not prohibited by applicable law, then, for the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, Customer (as data exporter) and Microsoft Corporation (as data importer, whose signature appears below), each a "party," together "the parties," have agreed on the following Contractual Clauses (the "Clauses" or "Standard Contractual Clauses") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1: Definitions

(a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 below.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 below;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:
   (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
   (ii) any accidental or unauthorised access, and
   (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11; and

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
    (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
    (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9: Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

Data exporter: Customer is the data exporter. The data exporter is a user of Online Services as defined in the section of the OST entitled "Security and Data Processing: Additional Technical and Organizational Measures."

Data importer: The data importer is MICROSOFT CORPORATION, a global producer of software and services.

Data subjects: Data subjects include the data exporter's customer's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer.

Categories of data: The personal data transferred includes e-mail, documents and other data in an electronic form in the context of the Online Services.

Processing operations: The personal data transferred will be subject to the following basic processing activities:
    a. Duration and Object of Data Processing. The duration of data processing shall be for the term designated under the applicable Volume Licensing Agreement between data exporter and the Microsoft entity to which these Standard Contractual Clauses are annexed ("Microsoft"). The objective of the data processing is the performance of Online Services.
    b. Scope and Purpose of Data Processing. The scope and purpose of processing personal data is described in the DPT. The data importer operates a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors operate such facilities.
    c. Customer Data Access. For the term designated under the applicable Volume Licensing Agreement data importer will at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide data exporter with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on its behalf.
    d. Data Exporter's Instructions. For Online Services, data importer will only act upon data exporter's instructions as conveyed by Microsoft.

e. Customer Data Deletion or Return. Upon expiration or termination of data exporter's use of Online Services, it may extract Customer Data and data importer will delete Customer Data, each in accordance with the OST applicable to the agreement.

Subcontractors: The data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

<center>**Appendix 2 to the Standard Contractual Clauses**</center>

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

1. **Personnel**. Data importer's personnel will not process Data without authorization. Personnel are obligated to maintain the confidentiality of any Data and this obligation continues even after their engagement ends.

2. **Data Privacy Contact**. The data privacy officer of the data importer can be reached at the following address:
Microsoft Corporation
Attn: Chief Privacy Officer
1 Microsoft Way
Redmond, WA 98052 USA

3. **Technical and Organization Measures**. The data importer has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in the DPT, against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows: The technical and organizational measures, internal controls, and information security routines set forth in the DPT are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

Signature of Microsoft Corporation appears on the following page.

Signing the Standard Contractual Clauses, Appendix 1 and Appendix 2 on behalf of the data importer:

Signature

851B7BFC2840456
Rajesh Jha
DocuSigned By: Rajesh Jha

Rajesh Jha, Corporate Vice President
Microsoft Corporation
One Microsoft Way, Redmond WA, USA 98052