Product Terms

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Microsoft

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Introduction

About this Document

This copy of the Product Terms has been downloaded from https://www.microsoft.com/licensing/terms for the date and program indicated on the title page and based on the selected products or configurations.

The terms formerly contained in the "Online Services Terms" have been moved into the "Product Terms" and no longer exist as standalone terms. The unified Product Terms are incorporated by reference into agreements governing Customer's use of Microsoft Products and Professional Services.

Access to versions of the Product Terms and Online Services Terms published prior to February 2021 are available here. Updates that Microsoft makes from time to time to Use Rights apply to Customer as set forth in Customer's agreement.

Summary of Changes

Below is a summary of changes and updates made to the terms over the past 12 months.

To see prior months, change the effective date in the top navigation to view a prior publish date.

Subscribe to the Microsoft Product Terms RSS feed to be notified of updates! https://www.microsoft.com/licensing/terms/feed/rss. Please note an RSS feed client is required.

July 1, 2026

Universal Terms for Online Services: Minor update for clarity to the Responsible Use of Microsoft AI Services language.

Microsoft Azure: Updated *Regional Trade Compliance Addendum* to *Compliance with Trade Laws* in the Disconnected Operations for Azure Local terms.

Microsoft Power Platform: Removed AI Builder capacity add-on from Availability and Purchasing Minimum tables.

Amazon Workspaces Deployments: Added Microsoft 365 E3/A3/G3 - Unattended License to list of Eligible Products.

June 15, 2026

Universal Terms for Online Services: Updated the Acceptable Use Policy terms for clarity. Added terms for Excessive Use and Purchasing Consumption Services.

Privacy & Security Terms: Added link to Data Residency for Microsoft 365 Copilot and Copilot Chat. Removed Priva - Subject Rights Request from Core Online Services.

Microsoft 365: Added 365 Apps for business and Microsoft Teams Essentials to the terms that state the customers may not provision more than 300 Subscription Licenses. Removed Priva - Subject Rights request from the Availability tables and Service Specific terms.

Microsoft Teams: Added terms regarding notifications.

Agent 365: Added EES Availability table, Product Conditions and update the License Prerequisites table.

June 1, 2026

Privacy& Security Terms: Added Microsoft 365 Agent to EU Data Boundaries table. Added new Azure Core Services, updated names, removed deprecated services.

Microsoft Azure: Introduced a "Microsoft Azure AI Services" definition to ensure certain cross-cutting terms apply to all Azure services incorporating AI (e.g. customer compliance with technical documentation, Limited Access Services, and Bing grounding requirements). Renamed "Azure Direct Models" to "Foundry Models sold by Azure." Replaced the laundry list of model-provider-specific terms for Foundry Models sold by Azure with a single provision directing customers to a documentation page for those terms. Clarified the scope of models classified as Non-Microsoft Products (i.e. models not provided by Microsoft or as Foundry Models sold by Azure) and added that their use is still subject to the Enterprise AI Services Code of Conduct. Updated legacy references from "Azure AI Services" to "Foundry Tools" to better align terms with the intended service scope. Clarified Azure Hybrid Benefit terms to reflect that only one of the Azure Local SKUs is available for Azure Hybrid Benefit.

Microsoft Dragon Copilot: Removed the term indicating that a customer may not deploy licenses in the same tenant.

Microsoft Power Platform: Added clarification of liability for query data obligation.

GitHub Offerings: The section of the Product Terms for GitHub Offerings related to GitHub Copilot are no longer needed and have been removed. This section was originally added to ensure terms parity with contracts provided to GitHub-direct customers. As of 5 March 2026, GitHub now uses a global "Generative AI Services" term set similar to the Microsoft Generative AI Services Terms.

Agent 365: Added License Prerequisites table. Updated Data Privacy Notices terms.

May 1, 2026

Updated terms throughout to support the launch of Software Assurance in the Microsoft Customer Agreement and launch of Microsoft 365 E7.

Universal Terms for Online Services: Updated Responsible Use of Microsoft AI Services terms to cover use of automated classifiers for AI Services.

Office Applications and Microsoft 365 Applications: added "Use for training AI Models" to clarify that outputs generated through Robotic Process Automation, bots, or other similar technologies may not be used to develop, train, evaluate, improve AI or machine learning models, or to replicate product functionality. These updates clarify existing intent and do not change permitted use.

Microsoft 365: Updated the use limitations for Microsoft 365 - Unattended License to reinforce its use for automation and task execution scenarios and clarify that outputs generated through Robotic Process Automation or bots may not be used to develop, train, evaluate, improve AI or machine learning models, or to replicate product functionality. These updates clarify existing intent and do not change permitted use.

Microsoft Azure: Added new terms for Azure Capacity Blocks.

Microsoft Power Platform: Added Windows 365 for Agents add-on for Microsoft Copilot Studio to Availability Table.

Microsoft Defender Experts: Updated Prerequisites for Microsoft Defender Experts for Servers and Microsoft Defender Experts for Hunting - Servers.

Windows 365: Removed terms for W365 with Windows Hybrid Benefit as that product has reached end of life and is no longer supported.

Agent 365: Added new terms for launch of Agent 365.

Glossary: Added definition for Azure Capacity Blocks.

April 13, 2026

Windows Desktop Operating System: Added Windows 10 Enterprise LTSB ESU SKU to the Availability tables.

April 1, 2026

SQL Server and Windows Server Standard, Datacenter, and Essentials: Consolidate MCA Subscription Product Terms (formerly found in the Server Subscriptions for Azure entry) and provide rights for Subscription license customers equivalent to the rights provided to Software Assurance customers.

Windows Desktop Operating System: Added terms for Windows 10 Enterprise LTSB ESU.

Microsoft Azure: Updated Limited Access Services to include Guardrails for High-Risk Content in Azure Direct Models.

Microsoft Teams: Updated notices to include language regarding disabling audio announcements.

March 10, 2026

Privacy & Security Terms: Removed Microsoft Viva Goals from EU Data Boundary Services table and Availability tables as product has reached end of life and is no longer supported. Added Azure Managed Redis to the Microsoft Azure Core Services section of the Core Online Services table.

March 1, 2026

Windows Desktop Operating System: Updated Windows 10 ESU Cloud Managed Requirements.

Microsoft Azure: Microsoft Entra ID Governance External Identities rebranded to Microsoft Entra ID Governance for Guests and updated Windows Server pay-as-you-go enable by Azure Arc License Restrictions.

February 9, 2026

Microsoft Power Platform: Updated the Grounding with Bing Terms for Microsoft Copilot Studio to align with Microsoft 365 Copilot Data Query Terms. These terms were published on February 1, 2026 in English and were translated on February 9, 2026.

February 1, 2026

Microsoft 365: Added Microsoft Defender for EndPoint P2 Add-On for Microsoft 365 E3 and Microsoft Entra ID P2 Add-On for Microsoft 365 E3 to the MCA table and License Prerequisites table.

Microsoft Dragon Copilot: Added Dragon Copilot Physician Practice Per User to the MCA Availability table and an additional clause created to clarify tenant deployments.

January 1, 2026

Universal Terms for Online services, Privacy and Security Terms, Microsoft Azure and Glossary: Rebranding Azure AI Foundry to Microsoft Foundry and clarify licensing terms for open license models offered as Azure Direct Models.

Microsoft 365: Security Copilot is now included with Microsoft 365 E5. A clause was added to specify the Microsoft 365 E5 subscription provides access to Security Copilot, along with a monthly allocation of Security Compute Units.

Microsoft Defender Experts: Updated terms to support the launch of Microsoft Defender Expert Suite, with updates to the Availability table, License Prerequisite table and new purchasing minimums requirements. A new promotion has also been introduced.

Audio Services: Added terms for Open Phone System Platform and Number Management to clarify that authorized carriers have the ability to provision, add, and remove telephone numbers and that Microsoft does not control these actions.

December 22, 2025

Microsoft Dynamics 365 Services: A new clause added to inform customers that Dynamics 365 Business Central meets local certification requirements in Spain.

December 1, 2025

Microsoft Power Platform: Updated link URL to Terms of Use for Grounding with Bing Search and Grounding with Bing Custom Search (available through Microsoft Enterprise Product Integrations).

Microsoft Defender Experts: Added language to the Managed Services clause to clarify which parts consist of Core Online Services and which consist of Professional Services. Additional language added on consenting to security experts accessing data to provide services.

Microsoft Dragon Copilot: Updated terms to support the launch of Dragon Copilot for Nursing.

Windows 365: Updated terms to support the launch of Windows 365 Reserve. Added Microsoft 365 G3 and Enterprise Mobility & Security G3 to License Prerequisites table for Microsoft Entra Internet Access and Microsoft Entra Private Access.

November 18, 2025

Microsoft Azure: Clarify Azure Hybrid Benefit for Azure Local is not available with Microsoft 365 Local.

SQL Server: Updated terms to support the launch of SQL Server 2025.

November 11, 2025

Visual Studio: Updated terms to support launch of Visual Studio 2026.

November 1, 2025

Microsoft Azure: Added Azure AI search terms notifying customers of the use of First-Party Consumption services and the use of Web Knowledge Sources while using Grounding with Bing services. Added terms for open source models offered as Azure Direct Models in Azure AI Foundry. Added Microsoft 365 E3 as the prerequisite for Microsoft eDiscovery Graph API Standard.Other Legal Terms: Updated the notices to include settlement terms required by the EU for European Economic Area customers. The notice addresses the availability of Office 365 and Microsoft 365 Suites with and without Microsoft Teams.Glossary: Added *Covered Suites* and *(no Teams) Suites* definitions.

October 17, 2025

Privacy & Security Terms: Added a clause to Exceptions to the DPA table for Microsoft Dragon Copilot to clarify that free trials follow the same 90-day retention and deletion terms as subscriptions.

October 9, 2025

Microsoft Dragon Copilot: Enabled Dragon Copilot terms for the Microsoft Online Subscription Agreement (MOSA) Program to support Dragon Copilot trials.

October 1, 2025

Privacy & Security Terms: Updated Core Online Services and EUDB to reflect the current portfolio of Purview services. Renamed *OneDrive for Business* to *OneDrive*.

Microsoft 365: Rebranded *Microsoft 365 E5 Security* and all relevant offers to *Microsoft Defender Suite* and *Microsoft E5 Compliance* and all relevant offers to *Microsoft Purview Suite*. Removed Microsoft 365 Business Premium as a prerequisite to Microsoft 365 Defender Suite. Removed Microsoft Defender Threat Intelligence from Availability and Prerequisite Tables.

Microsoft Azure: Added new Azure terms, Firmware Analysis and Azure IoT Operations connectors. Updated link to Azure Marketplace terms.

September 15, 2025

Exchange Server: Updated Exchange server Availability table to clarify the availability for different programs.

September 1, 2025

Privacy & Security Terms: Added M365 Copilot Chat to the list of services under the Location of Customer Data at Rest for Core Online Services section. Added terms for the EU Data Act.

Visual Studio: Launch Visual Studio Subscriptions in MCA.

Windows Desktop Operating System: Launch Windows 10 ESU in CSP, updated MCA Availability table.

Microsoft Azure: Updated the Teams API terms for Security apps to comply with an EU regulation.

Microsoft 365: Added Microsoft Defender Suite for Business Premium, Microsoft Purview for Business Premium, and Microsoft Defender and Purview for Business Premium to Availability and Prerequisites tables. Added clause to clarify offerings have a limit of 300 subscription licenses.

Windows 365: Updated EA/EAS and EES Availability tables to include GCC and GCCH. Launch Cross-region DR add-on for Windows 365 Frontline in Dedicated mode.

August 1, 2025

Universal License Terms for Online Services: Updated Online Services renewal section to reflect the removal of 30-day grace period notice.

Exchange Server: Updated terms to support launch of Exchange Server Subscription Editions.

Skype for Business Server: Updated terms to support launch of Skype for Business Server Subscription Editions.

Microsoft Azure: The Bing Terms of Use link has been revised specifically for Azure AI Foundry customers. With this update we are adding "Grounding with Bing Term of Use" language in Azure AI Foundry section and also revising the link to Bing TOU.

Microsoft 365: Added Microsoft 365 unattended licenses as a prerequisite for Windows 365 Enterprise to unblock use cases and achieve parity with AVD.

Microsoft Defender for Experts: Updated the EES, EAEAS, License prerequisite table, and added MCA table for Microsoft Defender for Experts Hunting XDR, and Experts for XDR.

CAL and ML Equivalency Licenses: Updated table formatting for accessibility and AI consumption.

Glossary: Correcting the Azure AI Foundry Models name in Covered Product definition.

Universal License Terms

For Online Services

Definitions

Terms used here but not defined in the Glossary will have the definitions provided in Customer's licensing agreement.

Data Processing and Security

The parties agree that these terms govern Customer's use of the Online Services and that the DPA (defined in the Glossary) sets forth their obligations with respect to the processing and security of Customer Data and Personal Data by the Online Services. The parties also agree that, unless a separate Professional Services agreement exists, these terms govern the provision of Professional Services, including but not limited to the terms in the Professional Services section and terms in the DPA for the processing and security of Professional Services Data and Personal Data in connection with that provision. Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined below). In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement (including these terms), the DPA shall prevail.

Service Level Agreements

Many Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to https://aka.ms/CSLA.

Applicable Product Terms and Updates for Online Services

When Customer renews or purchases a new subscription to an Online Service, the then-current terms 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 terms that apply to Customer's use of those new features, supplements or related software.

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.

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Usage exceeding the Online Service's documented entitlement(s) and/or usage limits require additional purchase of licenses to cover overage. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. Subscription License Suites 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.

Eligibility to Assign Frontline Worker Licenses

Microsoft Frontline Worker Licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9", or
- Share their primary work device with other users licensed with a Frontline Worker License, during or across shifts.
    - Other users licensed with a Frontline Worker License must also use the device as their primary work device; and
    - Any software or service accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

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 for the remaining term of that License. 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.

Multiplexing

Any method (for example, hardware, software, or automation) that a Customer uses to:

- pool connections or reduce the number of OSE's, devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of Licenses of any type that Customer needs.

Online Services Step-up Availability and License Assignment

Some licensing programs allow customers to step-up an existing online service to a higher edition any time during the agreement and enrollment (if any) term. Such higher edition licenses may be acquired using Step-up SKUs with the following requirements:

- A higher edition license acquired using a Step-up SKU can only be assigned to a licensed user of a qualifying base license of the same online service or a suite license that includes the same qualifying base online service,
- Once the higher edition license is acquired, customers may not separate it from the qualifying base online service license,
- Step up SKUs must be purchased under the same licensing agreement and enrollment (if any), under which the qualifying base online service User SL was acquired.

Using the Online Services

Customer may use the Online Services and related software as expressly permitted in Customer's licensing agreement. Microsoft reserves all other rights.

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, including by intentionally evading or disrupting restrictions in Metaprompts;
- to spam or distribute malware;
- to mine cryptocurrency;
- to replicate product functionality;
- to scrape or use other data extraction methods to extract data from the Online Service;
- to reverse engineer any Online Service or exfiltrate the weights of any AI models or otherwise discover any underlying components, algorithms or systems included in the Online Service;
- 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, except in accordance with the High-Risk Use section below;
- to attempt to circumvent the limitations Microsoft sets on the use of any APIs related to the Online Service;
- in a way that could adversely impact the integrity, availability, stability, resilience, interaction with or use of the Online Service; or
- to assist or encourage anyone to do any of the above.

Without limiting Microsoft's other remedies, violations of the Acceptable Use Policy in this section may result in suspension of the Online Service. If Microsoft suspends the Online Service, Microsoft will suspend only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service for the reasons stated above.

Excessive Use

Use of an Online Service in excess of any limits set forth in documentation may result in temporary throttling of the Customer's access to the Microsoft Online Service.

Purchasing Consumption Services

- Some Online Services are billed at metered Consumption Rates. Unless otherwise noted, these are First-Party Consumption Services.
- Consumption services may be sold as prepayments, reservations or other subscriptions. Prices for consumption are subject to change.
- The expiration or termination of the User license will not change the User's obligation to pay for consumption.

Responsible Use of Microsoft AI Services

Customer must use Microsoft AI Services in accordance with the Acceptable Use Policy and the Microsoft Enterprise AI Services Code of Conduct (https://aka.ms/AI-CoC)("Code of Conduct"). Without limiting its other remedies, Microsoft may limit Customer's access to or use of a Microsoft AI Service if Microsoft has a reasonable basis to believe that Customer's use of a Microsoft AI Service or Output Content violates the Acceptable Use Policy or Code of Conduct. As part of providing the Microsoft AI Services, Microsoft may run automated classifiers and other automated evaluation systems to detect violations of the Acceptable Use Policy and Code of Conduct.

Starter templates, instructions, and code samples that Microsoft makes available for use with Microsoft AI Services are designed to assist Customers in accelerating their development of applications and/or AI agents for specific scenarios. Customer is responsible for

the design, development and use of any application or AI agent it creates using or for use with Microsoft AI Services, including complying with any legal, regulatory, or licensing requirements applicable to the resulting application or AI agent or its use.

Third-party agent templates, instructions, and code samples that Microsoft makes available for use with Microsoft AI Services are Non-Microsoft Products and subject to the terms for Non-Microsoft Products**.**

High-Risk Use

WARNING: Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Online Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of an Online Service could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Accordingly, Customer must design and implement every application such that, in the event of any interruption, defect, error, or other failure of the Online Service, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of the Online Services is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the Online Services, including any claims based in strict liability or that Microsoft was negligent in designing or providing the Online Service(s) to Customer. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's licensing agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

Medical Device Disclaimer

Customer acknowledges that the Online Services (1) are not designed, intended or made available as a medical device(s), and (2) are not designed or intended to be a substitute for professional medical advice, diagnosis, treatment, or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment, or judgment. Customer is solely responsible for displaying and/or obtaining appropriate consents, warnings, disclaimers, and acknowledgements to end users of Customer's implementation of the Online Services.

Data Protection and Security

The terms of the DPA (http://aka.ms/DPA) apply to Online Services except for those Online Services specifically identified in the Privacy & Security Terms as excluded from or as exceptions to the DPA. For Core Online Services and EU Data Boundary Services, details on security practices and location of Customer Data at rest are also set forth in the Privacy & Security Terms.

Use of Software with the Online Service

Customer may need to install certain Microsoft software 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.

Notwithstanding anything to the contrary in customer's volume licensing agreement, Microsoft shall have no responsibility or liability for any losses or damages due to performance issues (including but not limited to security vulnerabilities, data loss, or service interruptions) of a Product that customer uses after the end of the applicable support period as provided in the Product Support Lifecycle [https://learn.microsoft.com/lifecycle/products/]. Continued use of such Products after the end of support is at the Customer's sole risk.

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, supplements, or extensions 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 diagnostic data (as defined in the Product Documentation) about the use and performance of the Apps, which may be transmitted to Microsoft, to the extent any Personal Data is contained therein, and used for the purposes described in the DPA.

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.

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. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

Bing

When Bing is optionally available through an Online Service, as disclosed in the product documentation, use of Bing by end users is governed by the Microsoft Services Agreement (https://www.microsoft.com/servicesagreement/), the Microsoft Privacy Statement (https://privacy.microsoft.com/privacystatement), the Microsoft Bing Maps and Embedded Maps Service Terms of Use (https://www.bingmapsportal.com/terms/EndUserTerms), except that noncommercial use limitations in those terms do not apply to Products available for a fee through Microsoft volume license. The Data Protection Addendum does not apply to use of Bing functionality as a connected service with any Online Service, or component of Online Service.

Import/Export Services

Customer's use of any Import/Export Service is conditioned upon its compliance with all instructions provided by Microsoft regarding the preparation, treatment and shipment of physical media containing its data ("storage media"). Customer is solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. Microsoft has no duty with respect to the storage media and no liability for lost, damaged or destroyed storage media. All storage media shipped to Microsoft must be shipped DAP Microsoft DCS Data Center (INCOTERMS 2010). Storage media shipped to Customer will be shipped DAP Customer Dock (INCOTERMS 2010).

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.

Changes to and Availability of the Online Services

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is 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 conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to https://go.microsoft.com/fwlink/?linkid=870295.

Azure availability

First-Party Consumption Services may be available for purchase as Azure meters, which allow customers to pay as you go for certain Online Services as outlined in the Microsoft Azure Payment and Fees clause, and Purchasing Microsoft Azure Services clause.

These Microsoft services are not Azure products and thus the Azure terms do not apply. The product specific licensing terms for these services apply, in addition to the Microsoft Azure Payment and Fees clause, and Purchasing Microsoft Azure Services clause.

Microsoft Generative AI Services

Capacity Limitations

Excessive use of a Microsoft Generative AI Service may result in temporary throttling of Customer's access to the Microsoft Generative AI Service.

Reverse Engineering

Customer may not use a Microsoft Generative AI Service to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.

Extracting Data

Customer may not use web scraping, web harvesting, or other data extraction methods to extract data from a Microsoft Generative AI Service.

Use of Content for Training

- **By Microsoft**. Microsoft Generative AI Services will not use Customer Data to train any generative AI foundation model, except pursuant to Customer's documented instructions.
- **By Customer**. Customer will not use and will not direct or enable third parties to use, a Microsoft Generative AI Service to generate Output Content for the express purpose of creating synthetic training data to develop or train AI models or systems that have substantially similar functionality to a Microsoft AI service, except as expressly permitted in the service-specific terms for Azure Direct Models in Microsoft Foundry. The restrictions in this section do not prevent the use of a Microsoft Generative AI Service to generate Output Content for use as an input to dynamic AI models or systems.

Output Content

Output Content is Customer Data. Microsoft does not own Customer's Output Content.

Customer Copyright Commitment

Microsoft's obligation to defend Customer against third-party intellectual property claims under Customer's volume licensing agreement will apply, and Customer's obligations to defend Microsoft against third-party intellectual property claims under Customer's volume licensing agreement will not apply, to the extent that such claims are based on Customer's use or distribution of Output Content of a Covered Product if all the following additional conditions are met:

- While using the Covered Product to produce the Output Content that is the subject of the claim, Customer must not have disabled, evaded, disrupted, or interfered with the content filters, restrictions in Metaprompts, or other safety systems that are part of the Covered Product.
- Customer does not modify, use, or distribute the Output Content in a manner that it knows, or should know, is likely to infringe or misappropriate any proprietary right of a third party.
- Customer has sufficient rights to use the Input in connection with the Covered Product, including, without limitation, any Customer Data that Customer used to Customize the model that produced the Output Content that is the subject of the claim.
- The claim does not allege that the Output Content, as used in commerce or the course of trade, violates a third party's trademark or related rights.
- For Azure OpenAI in Microsoft Foundry Models and any other Covered Product with configurable Metaprompts or other safety systems, Customer also must have implemented all mitigations required by the Azure OpenAI documentation (published at https://learn.microsoft.com/legal/cognitive-services/openai/customer-copyright-commitment) in the offering that delivered the Output Content that is the subject of the claim.

Dataverse

Dataverse structures a variety of data and business logic to support interconnected applications and processes. Dataverse Instances provided with Microsoft 365 licenses includes various features and integrates data that may or may not be available for the product or service Customer is licensed with. Access to Dataverse, through an individual product or service, does not grant access to unrelated products, services, features, or data that users are not licensed for. Users only have rights to access data, services, and features within Dataverse for which they are properly licensed for.

Online Services with Distributable Code

Certain Online Services may contain Software components. The Distributable Code terms below apply to Online Services that contain Software components.

Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute “Distributable Code”. The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer’s use of Distributable Code.

Right to Use and Distribute

The code and text files listed below are "Distributable Code."

- REDIST.TXT Files: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".
- Sample Code, Templates, and Styles: Customer may modify, copy, and distribute the source and object code form of code marked as "sample, "template", "simple styles" and "sketch styles."
- Third Party Distribution: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- Image Library: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

Other

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, or as search results) or a Microsoft online store (such as the Microsoft Store for Business or Microsoft Store for Education). 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 licensing agreement. For Customer's convenience, Microsoft may include charges for certain Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

Previews

PREVIEWS ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE," as described herein. Unless otherwise noted in a separate agreement, Previews are not included in the SLA for the corresponding Online Service, and may not be covered by customer support. We may change or discontinue Previews at any time without notice. We may also choose not to make a Preview service generally commercially available. Certain Previews are subject to supplemental preview terms published by Microsoft.

Providing "Feedback" (suggestions, comments, feedback, ideas, or know-how, in any form) to Microsoft about Preview services is voluntary. Microsoft is under no obligation to post or use any Feedback. By providing Feedback to Microsoft, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to Microsoft and its Affiliates, under all of its (and their) owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or

incorporate Feedback with other products, services or technologies of Microsoft or others), without attribution in any way and for any purpose.

Customer warrants that 1) it will not provide Feedback that is subject to a license requiring Microsoft to license anything to third parties because Microsoft exercises any of the above rights in Customer's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).

Microsoft Entra ID Free

As described in https://docs.microsoft.com/en-us/azure/active-directory/fundamentals/active-directory-whatis, most Online Services include an instance of Microsoft Entra ID, a cloud-based user authentication capability ("Microsoft Entra ID Free"). After Customer configures and uses the first such Online Service, that instance of Microsoft Entra ID Free, as configured by Customer for its users, may power the user authentication features for each later-acquired subscription of an Online Service.

Customer's instance of Microsoft Entra ID Free will also enable authenticated users to interact with Microsoft or a third party in contexts outside of the Online Services ("Other Microsoft Entra ID-dependent Services"), specifically where Microsoft or that third party requires an A Microsoft Entra ID user account. With respect to the operation of Microsoft Entra ID Free for Other Microsoft Entra ID-dependent Services, Microsoft remains a data processor, and this use of Microsoft Entra ID Free constitutes Customer's authoritative instruction to Microsoft that such use is permitted. With respect to the operation of the Other Microsoft Entra ID-dependent Service, refer to its applicable agreement and privacy policy to determine the role of the provider of the Other Microsoft Entra ID-dependent Service.

Competitive Benchmarking

If Customer offers a product or service competitive to an Online Service, by using the Online Service, Customer waives any restrictions on competitive use and benchmark testing in the terms governing its competitive products and services. If Customer offers a product or service competitive to an Online Service and discloses, directly or through third parties, any benchmarks or comparative tests or evaluations (each, a "Benchmark") of any Online Service, Customer will, upon request from Microsoft, provide: (a) all information necessary to replicate such Benchmark; and (b) access to Customer's competitive products and services for Microsoft, directly or through third parties, to perform and disclose Benchmarks. If Customer does not intend to waive such restrictions in its terms of use and agree to these terms, Customer is not allowed to use the Online Service.

Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided to Customer at no charge (including free trials or Previews):

1. Microsoft waives any and all entitlement to compensation from Customer for the Online Service.
2. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Online Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Waiver of end-user consumer protection provisions

Customer agrees to waive any and all entitlements that would otherwise be applicable under the European Electronic Communications Code (Directive 2018/1972) Article 102 paragraphs 1, 3, and 5; Article 105 paragraph 1; and Article 107 paragraphs 1 and 3.

Microsoft Security Products Data Handling

Products purchased by Customer may share data, including Customer Data, among the Products as described in product documentation. Data copied to a Product is governed by the Product Terms applicable to that Product.

Online Services Regional Availability

Visit https://www.microsoft.com/en-us/microsoft-365/business/international-availability for a list of countries and regions in which the Online Services are available.

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.
- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service. This provision does not apply to Azure reservations.

- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's licensing agreement.
- Cloud Add-on to SA User SLs, as specified in the Cloud Add-ons to SA section of each respective product section, and Step-up User SLs must be purchased under the same licensing agreement as their Qualifying License or base User SL. Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL. Step-ups expire upon the earlier of the expiration of the Step-up User SL or base User SL.
- User SLs are priced monthly.

Online Services Renewal

Online Services with auto-renewal will automatically renew the day after their subscription term expires. Customers may turn off auto-renewal any time before their subscription term expires in the Microsoft 365 admin center (https://learn.microsoft.com/microsoft-365/commerce/subscriptions/renew-your-subscription). Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

For Online Services not renewed at the end of their subscription term, access to the applicable Online Services will continue following expiration for 30 days and may continue thereafter for successive one-month periods until cancelled ("Extended Term"). Microsoft reserves the right to invoice Customer for the Extended Term at the then-current published price for a monthly subscription plus a three (3) percent uplift for certain Products. If it does, Microsoft will provide Customer with an opportunity to opt out of the Extended Term prior to the Subscription expiration date and request instead that the applicable Subscription either be renewed automatically or disabled immediately upon expiration. Customer will have 90 days to extract Customer Data from a disabled account, but the Subscription cannot be reactivated.

For all Software

Universal License Terms

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

Definitions

Terms used in the Product Terms but not defined in the Glossary will have the definition provided in Customer's volume licensing agreement.

Customer's Use Rights

If Customer complies with its volume licensing agreement, it may use the software as expressly permitted in the Product Terms. Customer needs a License for each Product and separately licensed functionality used on a device or by a user.

Rights to Use Other Versions and Lower Editions

For any permitted copy or Instance, Customer may create, store, install, run or access in place of the version licensed, a copy or Instance of a prior version, different permitted language version, different available platform version (for example, 32 bit or 64 bit) or a permitted lower edition. The use rights for the licensed version still apply. Licenses for prior versions and lower editions do not satisfy the licensing requirements for a Product.

Third Party Software

The software may contain third party proprietary or open source programs or components that are licensed under separate terms that are presented to Customer during installation or in the "ThirdPartyNotices" file accompanying the software. The software may also contain third party open source programs that Microsoft, not the third party, licenses to Customer under Microsoft's license terms.

Pre-Release Code, Updates or Supplements, Additional Functionality

Microsoft may offer updates or supplements to the Products. Customer may use the updates or supplements to the Products, pre-release code, additional functionality and optional add-on services to the Products, subject to specific terms (if any) that accompany them. Some Products require automatic updates, as described in the Product-Specific License Terms.

Restrictions

Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, replicate product functionality, or separate the software for use in more than one OSE under a single License (even if the OSEs are on the same physical hardware system), unless expressly permitted by Microsoft. Rights to access the software on any device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Use of Products After End of Support Period

Notwithstanding anything to the contrary in customer's volume licensing agreement, Microsoft shall have no responsibility or liability for any losses or damages due to performance issues (including but not limited to security vulnerabilities, data loss, or service interruptions) of a Product that customer uses after the end of the applicable support period as provided in the Product Support Lifecycle [https://learn.microsoft.com/lifecycle/products/]. Continued use of such Products after the end of support is at the Customer's sole risk.

Software Assurance

SA coverage may grant additional use rights to Customer. These additional rights end at the expiration of the SA coverage for the License, unless otherwise noted in the benefit description.

Outsourcing Software Management

Outsourcing on Dedicated Devices

Customers may use licensed copies of the software on devices that are under the day-to-day management and control of Authorized Outsourcers, provided all such devices are and remain fully dedicated to Customer's use.

Flexible Virtualization Benefit

Customers with subscription licenses or Licenses with active Software Assurance (including CALs) may use licensed copies of the software on devices, including shared Servers, that are under the day-to-day management and control of Authorized Outsourcers.

Outsourcing on Cloud Solution Provider-Hosters

Customers with subscription licenses or Licenses with active Software Assurance (including CALs) may access their licensed copies of software that is provided by a Cloud Solution Provider-Hoster and installed on that partner's devices.

Except as expressly permitted here or elsewhere in these Product Terms, Customer is not permitted to use or access software on devices that are under the management or control of a third party. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

License Assignment and Reassignment

Before Customer uses software under a License, it must assign that License to a device or user, as appropriate. Customer may reassign a License to another device or user, but not less than 90 days since the last reassignment of that same License, unless the reassignment is due to (i) permanent hardware failure or loss, (ii) termination of the user's employment or contract or (iii) temporary reallocation of CALs, Client Management Licenses and user or device SLs to cover a user's absence or the unavailability of a device that is out of service. Customer must remove the software or block access from the former device or to the former user. SA coverage and any Licenses that are granted or acquired in connection with SA coverage may be reassigned only with the underlying qualifying License. Additional terms apply to the reassignment of Windows desktop operating system per device licenses, as detailed in the Windows Product Entry

Technical Measures

Microsoft may use technical measures to enforce terms that restrict Customer's use of certain versions of Product and may verify compliance with those terms as provided in Customer's volume license agreement. Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

Activation and validation

Customer shall use the appropriate product key provided by Microsoft for activation and validation of the software Product being installed by the Customer. Customer's right to use the software after the time specified in the software Product may be limited unless it is activated. Customer is not licensed to continue using the software if it has unsuccessfully attempted to activate. Each device that has not activated by a Key Management Service (KMS) must use a Multiple Activation Key (MAK) or Microsoft Entra ID based activation. Customer may not circumvent activation or validation.

Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its key management service (KMS) machines over an uncontrolled network. In the event of unauthorized use or disclosure of product keys or KMS keys, Microsoft may prevent further activations, deactivate or block product keys from activation or validation, and take other appropriate action.

Font Components, Images, and Sounds

While Customer runs the software, it may access and use icons, images, sounds and media included with the software only from a Licensed Device and may use the fonts included with or installed by that software to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the Use Rights section of each Product Entry. If separate terms for these components are not addressed in the Product-Specific License Terms, they may be found in a separate folder in the Product's installation directory or through the Product's unified installer.

Bing

For any component of Software that is powered by Bing, as disclosed in the product documentation, use of Bing by end users is governed by the Microsoft Services Agreement (https://www.microsoft.com/servicesagreement/), the Microsoft Privacy Statement (https://privacy.microsoft.com/privacystatement), the Microsoft Bing Maps and Embedded Maps Service Terms of Use (https://www.microsoft.com/maps/bing-maps/product/enduserterms), except that noncommercial use limitations do not apply to Products available for a fee through Microsoft volume license. The Data Protection Addendum does not apply to use of Bing within Software.

Benchmark Testing

Customer must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of any Server Product or Microsoft Desktop Optimization Pack.

Multiplexing

Any method (for example, hardware, software, or automation) that a Customer uses to:

- pool connections or reduce the number of OSE's, devices, or users a Product directly manages;
- reduce the number of devices or users that directly or indirectly access or use a Product;
- or access data a Product itself processes or generates;

does not reduce the number of Licenses of any type that a customer needs.

Administrative and Support Rights

Customer may allow access to server software running in any permitted OSE by two users without CALs solely for administrative purposes. Customer may also allow remote access to other Products solely for purposes of providing technical product support to Licensed Users or on Licensed Devices.

Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute "Distributable Code". The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer's use of Distributable Code.

Right to Use and Distribute

The code and text files listed below are "Distributable Code."

- REDIST.TXT Files: Customer may copy and distribute the object code form of code listed in REDIST.TXT files and in OTHER-DIST.TXT files, as well as any code marked as "Silverlight Libraries", Silverlight "Client Libraries" and Silverlight "Server Libraries".

- Sample Code, Templates, and Styles: Customer may modify, copy, and distribute the source and object code form of code marked as "sample, "template", "simple styles" and "sketch styles."
- Third Party Distribution: Customer may permit distributors of its programs to copy and distribute the Distributable Code as part of those programs.
- Image Library: Customer may copy and distribute images, graphics and animations in the Image Library as described in the software documentation.

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in Customer's programs' names or in a way that suggests its programs come from or are endorsed by Microsoft;
- distribute Distributable Code in or with any malicious or, deceptive programs or in an unlawful manner; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

Software Plus Services

Microsoft may provide services with Products through software features that connect with Microsoft or service provider computer systems over the Internet. It may change or cancel the services at any time. Customer may not use the services in any way that could harm them or impair anyone else's use of them. Customer may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Processing of Personal Data; GDPR

Except as otherwise provided in the Privacy & Security Terms, to the extent Microsoft is a processor or subprocessor of Personal Data in connection with a software Product, Microsoft makes the commitments in the Data Protection Addendum, including for any processing for business operations incident to providing the software Product. When Microsoft is a controller, Microsoft will handle Personal Data in accordance with the Product documentation and Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply. Please see the Product documentation for details on any processing of Personal Data in connection with software Products and Customer's configuration options.

Privacy & Security Terms

General

The Privacy & Security Terms were formerly contained in Attachment 1 to the Online Services Terms.

The Data Protection Addendum, or DPA (defined in the Glossary) sets forth the parties obligations with respect to the processing and security of Customer Data, Professional Services Data, and Personal Data by the Products. The Data Protection Addendum can be downloaded here https://aka.ms/DPA. In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement (including these terms), the DPA shall prevail.

Exceptions to the DPA

The Privacy and Security Terms in the table below modify or supplement the DPA for each of the identified Products.

Product Family	Online Service	Privacy & Security Terms
Microsoft Azure	Microsoft Foundry	The DPA does not apply to use of Grounding with Bing Search and/or Grounding with Bing Custom Search through Microsoft Foundry (including when used through Microsoft Foundry Agent service, Responses API in Microsoft Foundry Models, and/or Web Knowledge Source in Microsoft Foundry Knowledge); the Microsoft Privacy Statement applies. When using Grounding with Bing Search and/or Grounding with Bing Custom Search, Customer Data will flow outside Customer's compliance and Geo boundary.
	Azure AI Services	**Services in Containers** Because the operating environment of containers installed on Customer's dedicated hardware is not under Microsoft's control, the terms of the DPA do not apply to those containers, except to the extent a) any Personal Data is collected in connection with a billing endpoint, or b) Customer Data is provided to Microsoft for custom model training prior to download of the Service operating in the container.
		Inactive Services Configurations and Custom Models For the purposes of data retention and deletion, a Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.
	Multi-Cloud Scanning Connectors for Microsoft Purview	To enable interoperability with Customer's deployments with other cloud providers, Microsoft may operate within such other clouds certain optional, discrete data scanner functionality for Customer's data hosted in such other clouds (the "Multi-Cloud Scanning Connectors for Microsoft Purview"). Microsoft will disclose in its documentation how Customer may enable and use the Multi-Cloud Scanning Connectors for Microsoft Purview. For clarity, the Multi-Cloud Scanning Connectors for Microsoft Purview is a separate add-on to Microsoft Purview. The Multi-Cloud Scanning Connectors for Microsoft Purview is not a Microsoft Azure Core Service and the following sections of the DPA do not apply to the Multi-Cloud Scanning Connectors for Microsoft Purview: "Educational Institutions", "CJIS Customer Agreement", "HIPAA Business", and "Appendix A - Security Measures". With respect solely to the Multi-Cloud Scanning Connectors for Microsoft Purview, the following modifications to the DPA apply: • Data Access: Microsoft employs least privilege access mechanisms to control access to Customer Data (including any Personal Data therein). Microsoft employs role-based access controls to ensure that Microsoft's access to Customer Data required for service operations is for an appropriate purpose and approved with management oversight. • Auditing Compliance: Microsoft's commitments in the Auditing Compliance section of the DPA do not extend to third-party computers, computing environments or physical data centers used by the Multi-Cloud Scanning Connectors for Microsoft Purview. Standard data protection terms offered by those other cloud providers govern your use of the Multi-Cloud Scanning Connectors for Microsoft Purview while the add-on is hosted in such other clouds.
	Visual Studio App Center	The privacy statement located at https://aka.ms/actestprivacypolicy applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data.
	SQL Managed Instance enabled by Azure Arc	The terms of the DPA do not apply to processing of data in SQL Managed Instance enabled by Azure Arc running in an environment outside of Microsoft's control, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes.
	Microsoft Genomics	The Microsoft Privacy Statement located at https://aka.ms/privacy applies to Customer's use of Microsoft Genomics and not the DPA, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement. **Broad License Terms** Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft

Product Family	Online Service	Privacy & Security Terms
		Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA" located here https://software.broadinstitute.org/gatk/eula/index?p=Azure). Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.
	Azure SQL Edge	The terms of the DPA do not apply to Azure SQL Edge installed on Customer's IoT Device, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes, because the operating environment of such IoT Devices is not under Microsoft's control.
	Azure Local	Microsoft will be a controller of Personal Data when customers turn on collection of Windows diagnostic data as described in product documentation. When Microsoft is a controller, Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at aka.ms/privacy, and the DPA terms do not apply.
	Azure Stack Hub	Microsoft will be a controller of Personal Data when customers turn on collection of Windows diagnostic data as described in the Product documentation. When Microsoft is a controller, Microsoft will handle this Personal Data in accordance with the Microsoft Privacy Statement at aka.ms/privacy, and the DPA terms do not apply. If a Microsoft Cloud Agreement or Microsoft Customer Agreement Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.
	Azure VMware Solution	**Professional Services Data Transfer to VMware** If customer contacts Microsoft for technical support relating to Azure VMware Solution and Microsoft must engage VMware for assistance with the issue, Microsoft will transfer the Professional Services Data and the Personal Data contained in the support case to VMware. The transfer is made subject to the terms of the Support Transfer Agreement between VMware and Microsoft, which establishes Microsoft and VMware as independent processors of the Professional Services Data. Before any transfer of Professional Services Data to VMware will occur, Microsoft will obtain and record consent from customer for the transfer. **VMware Data Processing Agreement** Once Professional Services Data is transferred to VMware (pursuant to the above section), the processing of Professional Services Data, including the Personal Data contained the support case, by VMware as an independent processor will be governed by the VMware Data Processing Agreement for Microsoft AVS Customers Transferred for L3 Support (https://docs.broadcom.com/doc/global-customers-dpa). Customer also gives authorization to allow its representative(s) who request technical support for Azure VMware Solution to provide consent on its behalf to Microsoft for the transfer of the Professional Services Data to VMware.
Bing	Bing	The Data Protection Addendum does not apply to Bing Search Services or to any use of Bing within a Product. For any component of a Product that is powered by Bing, as disclosed in the product documentation, the Microsoft Privacy Statement (https://privacy.microsoft.com/privacystatement) applies.
	Bing Maps	**Bing Maps Privacy** The Microsoft Privacy Statement (https://privacy.microsoft.com/privacystatement) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of Bing Maps and Bing Maps Mobile Asset Management Platform.
GitHub	GitHub Offerings	Notwithstanding anything to the contrary in Customer's volume licensing agreement (including these Product Terms and the DPA), the GitHub Privacy Statement available at https://aka.ms/github_privacy and the GitHub Data Protection Agreement at https://aka.ms/github_dpa will apply to Customer's use of GitHub Offerings, including GitHub Enterprise licensed standalone or as Visual Studio Enterprise or Professional with GitHub Enterprise.
Office 365 Services	Office 365 Education	If Customer is provisioned outside of the EU or EFTA, and Customer has an Office 365 Education subscription but has not purchased an Advanced Data Residency for Education add-on, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of the Product Terms, Microsoft may provision Customer's Office 365 Education tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union or North America. If Customer is provisioned in the EU or EFTA, and

Product Family	Online Service	Privacy & Security Terms
		Customer has an Office 365 Education subscription but has not purchased an Advanced Data Residency for Education add-on, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of the Product Terms, Microsoft may provision Customer's Office 365 Education tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.
Microsoft Dynamics 365 Services	Dynamics 365 Business Central and Dynamics 365 Finance in Denmark	**Bookkeeping Laws and Regulations** These terms apply only to Customers with an enterprise in Denmark as required under the Bookkeeping Act. The DPA governs how Microsoft handles Customer Data in Dynamics 365 Business Central and Dynamics 365 Finance, except for the retention, deletion, and disclosure of Accounting Materials. In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement, these terms shall prevail. **Definitions** "Accounting Materials" means all documents that comprise bookkeeping, including any recorded transactions and receipts and other data (including Personal Data) for an enterprise that Customer provides or is provided on behalf of Customer in a Digital Standard Bookkeeping System, as required by the Bookkeeping Act. "Bookkeeping Act" means the Danish Bookkeeping Act of 24 May 2022 and any issued executive orders that regulate the bookkeeping and accounting obligations of enterprises, as well as providers of Digital Standard Bookkeeping Systems, in Denmark. "Danish Authority" means any (i) Danish public authority that has the necessary legal right to inspect an enterprise and request its Accounting Materials under the Bookkeeping Act or other relevant laws; or (ii) liquidator, bankruptcy trustee, or reorganizer that has taken over management of the enterprise. "Digital Standard Bookkeeping System" means a digital service or software containing functions that enables enterprises to record and store Accounting Materials, or at least a complete backup copy of the same on a server hosted by the provider or another third-party according to the Bookkeeping Act's regulations and standards. **Data Retention and Deletion of Accounting Materials** By using Dynamics 365 Business Central or Dynamics 365 Finance, Customer agrees that Microsoft or its affiliates, in accordance with their legal obligation, can copy, store, and retain Customer's Accounting Materials for 5 years from the end of the financial year of the related recorded transactions and receipts ("Retention Period"), even if Customer changes its bookkeeping system, goes bankrupt, or is liquidated, as required by the Bookkeeping Act. Microsoft will store Customer's Accounting Materials at rest in a Microsoft-managed storage in the same location as the primary computer equipment processing the Customer Data for these services or the European Union. During the Retention Period, Customer cannot access, extract, correct, or delete any of its Accounting Materials from this storage. Microsoft will use the same security measures to protect Customer's Accounting Materials as it uses to protect other Customer Data. After the Retention Period ends, Microsoft will delete Customer's Accounting Materials. Microsoft has no liability for the deletion of Customer's Accounting Materials. **Disclosure of Accounting Materials** Microsoft will disclose or provide access to Customer's Accounting Materials to Danish Authorities as necessary to satisfy a request compelling such disclosure as required by the Bookkeeping Act. Other data a Customer stores in these Digital Standard Bookkeeping Systems is not subject to disclosure. The Danish Authorities are only authorized to request Accounting Materials from providers of Digital Standard Bookkeeping Systems if obtaining the information directly from the enterprise is not possible. Microsoft has no liability for the disclosure of Customer's Accounting Materials to any Danish Authority.
	Microsoft Relationship Sales	**LinkedIn Sales Navigator**

Product Family	Online Service	Privacy & Security Terms
		LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at https://www.linkedin.com/legal/preview/user-agreement. Despite anything to the contrary in Customer's volume licensing agreement (including these Product Terms), the LinkedIn Privacy Policy available at https://www.linkedin.com/legal/privacy-policy will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the LinkedIn Data Processing Agreement located at https://legal.linkedin.com/dpa.
Microsoft 365	Legacy Glint Services	Customer's access to and use of Legacy Glint Services are governed by the terms set forth in Customer's most recently active LinkedIn Order Form(s) for Legacy Glint Services. No Microsoft terms, including without limitation the Microsoft Product Terms, DPA, or any agreements between Customer and Microsoft shall apply to Legacy Glint Services.
Other Online Services	Microsoft Intune	If Intune Company Portal App is used to manage devices, the terms that apply to Microsoft Intune Online Services (as defined in the Core Online Services table in these Privacy & Security Terms) apply to the use of Intune Company Portal App. Microsoft's commitments related to Intune Company Portal App do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which Intune Company Portal App operates (e.g., Apple, Google).
	Managed Devices and Applications	Microsoft Managed Desktop (MMD) integrates data (including Customer Data) between other Microsoft Products including Windows, Microsoft Entra ID, Microsoft Intune, Microsoft Defender for Endpoint, Office, and Online Services as configured by Customer, if any (collectively for purposes of this provision the "MMD Integrated Services"). Once data is transferred between the MMD Integrated Services, that data is governed by the Product Terms applicable to the service in which it resides.
	Microsoft Dragon CoPilot	**Use of data.** As part of Microsoft's processing of Customer Data to provide Dragon Copilot, Customer instructs Microsoft (and its Subprocessors) to: • Process (including via human review) Customer Data for the purpose of training and developing the AI/ML models (including, without limitation, the generative AI foundational models and speech recognition and natural language understanding models) and features of Dragon Copilot and successor products and services; • Process PHI (as defined below) to create de-identified health information in accordance with 45 C.F.R. § 164.514(b) and use and disclose such de-identified health information for any purpose permitted by law. This de-identified health information will be considered as excluded from the definition of Confidential Information under the Customer's volume licensing agreement; and • Process PHI to provide Data Aggregation services to Customer as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B). "**Protected Health Information**" or "**PHI**" has the definition set forth under the HIPAA Business Associate Agreement available at http://aka.ms/BAA ("**BAA**"). Customer Data may contain PHI. Microsoft may use PHI for the purposes detailed under (1) above in accordance with the use permissions under Section 2.b of the BAA. If Customer does not agree with the instructions above, Customer should not use (or should discontinue its use of) Dragon Copilot. For more detail, see https://aka.ms/DragonData. The standard terms regarding "Data Retention and Deletion", including the 90-day retention period following expiration or termination of a Customer's subscription, will apply to free trials of Dragon Copilot. **Nuance Speech Data** The following terms apply to customers of Dragon Copilot who are also customers of the Dragon Medical One and/or Dragon Ambient eXperience (DAX) Copilot:

Product Family	Online Service	Privacy & Security Terms
		By using Dragon Copilot, Customer instructs Microsoft to access and process Nuance Speech Data solely for the purpose of optimizing, adapting, and enhancing Customer's Dragon Copilot speech recognition experience. Microsoft will process the Nuance Speech Data in accordance with Customer's volume licensing agreement, including but not limited to the DPA. **Dragon Copilot Subprocessors** Information about Subprocessors used by Microsoft in conjunction with Dragon Copilot can be accessed at https://aka.ms/hls-subprocessor-list.

Product Family	Software Product	Privacy & Security Terms
Infrastructure and Other Servers	Azure FXT Edge Filer	**Data Collection** The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features.
SQL Server	SQL Server	**Data Collection** The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features.
Visual Studio	Visual Studio Subscriptions	**Data Collection** The Data Protection Addendum applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 for processed data does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features. Information on connected experiences in Visual Studio, including how to disable access to such experiences, is available here: https://docs.microsoft.com/visualstudio/ide/reference/connected-experiences?view=vs-2019.
Windows Desktop Operating System	Windows Desktop Operating System	**Windows diagnostic data processor configuration** For Windows 10/11 Enterprise, Pro, and Education editions that support a Windows diagnostic data processor configuration, Microsoft is the processor for Windows diagnostic data collected from a device where such configuration is set. This configuration is set by joining a Microsoft Entra ID account to the device and taking any other necessary steps described in the Product documentation (www.aka.ms/wddprocessor). Except as provided above, Microsoft will continue to be a controller of Personal Data processed in connection with your use of Windows, including data processed by Microsoft in connection with Customer's use of service-based capabilities. When Microsoft is a controller, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (www.aka.ms/privacy), and the Data Protection Addendum (www.aka.ms/DPA) terms do not apply.
Windows Server	Windows Multipoint Server, Windows Server Standard, Datacenter, and Essentials	**Windows Server Products data processing** Microsoft will be a controller of Personal Data processed in connection with your use of Windows Server Products. When Microsoft is a controller, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply. Please see the Product documentation for details on any processing of Personal Data in connection with Windows Server Products and Customer's configuration options.

Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the terms accompanying the internet-based features, Product documentation, and Microsoft Privacy Statement (aka.ms/privacy). Unless stated otherwise, Microsoft is a controller of Personal Data processed in connection with Customer's use of Internet-based features in software Products. When Microsoft is a controller for Internet-based features, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply.

Non-Microsoft Products

Separate terms, including different privacy and security terms, govern Customer's use of Non-Microsoft Products (as defined in the Universal License Terms for Online Services).

DPA Terms Geography Exclusions

For Dynamics 365 and Power Platform online services, the specific terms of the DPA as noted in Appendix A stating "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." do not apply to the following geographies: United Arab Emirates and South Africa.

Core Online Services

The term "Core Online Services" applies only to the services in the table below, excluding any Previews.

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Contact Center, Dynamics 365 Customer Service, Dynamics 365 Customer Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Intelligent Order Management, Dynamics 365 Finance, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Project Operations, and Dynamics 365 Sales. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft 365-branded plan or suite: Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft Planner, Microsoft Stream (Classic), Microsoft Teams, Microsoft To-Do, Microsoft Defender for Office 365, Office for the web, OneDrive for work or school, Project, SharePoint, Sway, Viva Insights, Whiteboard, Viva Engage, and Microsoft 365 Copilot. Office 365 Services do not include Microsoft 365 Apps for enterprise, any portion of a PSTN service that operates outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365 or Microsoft 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft 365 Compliance Services	The following services, each as a standalone service or as included in a Microsoft 365-branded plan or suite: Microsoft Purview Data Loss Prevention, Microsoft Purview Customer Key, Microsoft Purview Data Lifecycle Management, Microsoft Purview Information Barriers, Microsoft Purview Privileged Access Management, Microsoft Purview Compliance Manager, Microsoft Purview Information Protection, Microsoft Purview-Insider Risk Management, Microsoft Purview Communication Compliance, Microsoft Purview Records Management, Microsoft Purview eDiscovery, and Microsoft Purview Audit, and Microsoft Priva Privacy Risk Management.
Microsoft Azure Core Services	Anomaly Detector, API Management, App Service (API Apps, Logic Apps, Mobile Apps, WebJobs, Functions), Lab Services, Application Gateway, Azure Monitor, Automation, Azure API for FHIR, Azure App Configuration, Azure Bastion, Azure AI Bot Service, Azure Cache for Redis, Azure Managed Redis, Azure AI Search, Azure Communication Services, Azure Container Apps, Azure Container Instances, Azure Container Registry (ACR), Azure Content Understanding, Azure Cosmos DB, Azure Data Explorer, Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DDOS Protection, Azure DevOps, Azure DNS, Microsoft Entra ID, Azure Event Grid, Microsoft Fabric, Azure Firewall, Azure Document Intelligence, Azure Health Data Services, Azure AI Immersive Reader, Azure Kubernetes Service, Azure Language, Azure Managed Grafana, Azure

Online Services	
	Machine Learning, Azure AI Metrics Advisor, Azure NetApp Files, Foundry Models sold by Azure, Azure Red Hat OpenShift, Azure VMware Solution, Microsoft Purview Data Map (Classic), Microsoft Purview Data Catalog (Classic), Microsoft Purview Data Estate Insights (Classic), Microsoft Purview Data Policies (Classic), Azure Resource Manager, Azure Spring Apps, Azure Time Series Insights, Azure Translator, Azure AI Video Indexers, Azure Web PubSub, Backup, Batch, Cloud Services, Azure Vision, Content Moderator, Content Safety, Azure Custom Vision, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Azure Vision - Face, Foundry Agent Service, HDInsight, Import/Export, IoT Hub, Key Vault, Load Balancer, Media Services, Microsoft Azure Portal, Notification Hubs, Observability, Azure AI Personalizer, Power BI Embedded, Microsoft Defender for Cloud, Service Bus, Service Connector, Service Fabric, Azure SignalR Service, Site Recovery, Azure Speech, SQL Database, SQL Managed Instance, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Synapse Analytics, Traffic Manager, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway.
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune.
Microsoft Power Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, Microsoft Power Automate, Microsoft Power Pages, and Microsoft Copilot Studio. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.
Microsoft 365 Copilot Chat	Microsoft 365 Copilot Chat, used with a work or school account.
Microsoft 365 Copilot for Sales	Microsoft 365 Copilot for Sales.
Microsoft Defender Experts	The cloud service portion of Microsoft Defender Experts.
Microsoft Defender for Cloud Apps	The cloud service portion of Microsoft Defender for Cloud Apps (formerly Microsoft Cloud App Security).
Microsoft Defender for Endpoint Services	The cloud services portion of Microsoft Defender for Endpoint.
Microsoft Defender for Identity	The cloud services portion of Microsoft Defender for Identity.
Microsoft Defender XDR	The cloud service portion of Microsoft Defender XDR.
Microsoft Dragon Copilot	Microsoft Dragon Copilot
Microsoft Sentinel	The cloud service portion of Microsoft Sentinel.
Windows 365	The cloud service portion of Windows 365, excluding the Windows operating system running on Windows 365 Cloud PCs.

Security Practices and Policies for Core Online Services

In addition to the security practices and policies for Online Services in the DPA, each Core Online Service also complies with the control standards and frameworks shown in the table below and implements and maintains the security measures set forth in Appendix A of the DPA for the protection of Customer Data.

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Office 365 Services	Yes	Yes
Microsoft 365 Compliance Services	Yes	Yes
Microsoft Dynamics 365 Core Services	Yes	Yes
Microsoft Azure Core Services	Varies*	Varies*
Microsoft Intune Online Services	Yes	Yes
Microsoft Power Platform Core Services	Yes	Yes
Microsoft 365 Copilot Chat	Yes	Yes
Microsoft 365 Copilot for Sales	Yes	Yes
Microsoft Defender Experts	Varies*	Varies*
Microsoft Defender for Cloud Apps	Yes	Yes
Microsoft Defender for Endpoint Services	Yes	Yes
Microsoft Defender for Identity	Yes	Yes
Microsoft Defender XDR	Yes	Yes

Online Service	SSAE 18 SOC 1 Type II	SSAE 18 SOC 2 Type II
Microsoft Dragon Copilot	Yes	Yes
Microsoft Sentinel	Yes	Yes
Windows 365	Yes	Yes

**Current scope is detailed in the audit report and summarized in the Microsoft Trust Center.*

Location of Customer Data at Rest for Core Online Services

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows except as otherwise provided in the Online Service-specific terms:

- **Office 365 Services.** If Customer provisions its tenant in Australia, Brazil, Canada, the European Union, France, Germany, India, Japan, Norway, Qatar, South Africa, South Korea, Sweden, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, (3) files uploaded to OneDrive (work/school), (4) Microsoft Teams chat messages (including private messages, channel messages, meeting messages and images used in chats), and for customers using Microsoft Stream (Classic) (on SharePoint) meeting recordings, and (5) any stored content of interactions with Microsoft 365 Copilot or Microsoft 365 Copilot Chat to the extent not included in the preceding commitments or subject to Data Residency for Microsoft 365 Copilot and Copilot Chat. If Customer purchases an Advanced Data Residency subscription, then Microsoft will store certain Customer Data at rest in the applicable Geo in accordance with this section and the "Advanced Data Residency Commitments" section of the product documentation at https://aka.ms/adroverview.
- **Microsoft Intune Online Services**. For Microsoft Intune online services, Microsoft stores Customer Data at rest within particular Geos as described in these terms https://learn.microsoft.com/intune/intune-service/protect/privacy-data-store-process.
- **Microsoft Power Platform Core Services**. When Customer provisions a Power Platform Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services**. Customer may configure certain Azure services to be deployed within a specific Geo. See https://azure.microsoft.com/en-us/explore/global-infrastructure/products-by-region/table, or a successor site. 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. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.
- **Microsoft 365 Copilot for Sales.** When Microsoft 365 Copilot for Sales generates Customer Data, and if a Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then that Customer Data is stored at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center. When Microsoft 365 Copilot for Sales generates Customer Data, and a Customer is using a third-party customer relationship management system, Microsoft 365 Copilot for Sales stores that Customer Data at rest according to where the Customer provisioned its tenant, as described above, in Office 365 Services. Underlying Customer Data associated with Office 365 Services and Microsoft Dynamics 365 (and not generated by Microsoft 365 Copilot for Sales) remains subject to the respective statements above for those services.
- **Microsoft Defender for Cloud Apps**. If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Defender for Cloud Apps Trust Center.
- **Microsoft Dynamics 365 Core Services**. When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.
- **Microsoft Defender for Endpoint Services**. When Customer provisions a Microsoft Defender for Endpoint tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender for Endpoint Trust Center.
- **Microsoft Defender for Identity.** When Customer provisions a Microsoft Defender for Identity tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender for Identity Trust Center.
- **Microsoft Defender XDR**. When Customer provisions a Microsoft Defender XDR tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender XDR Trust Center.
- **Microsoft Dragon Copilot**. Except as described in the Microsoft Dragon Copilot product documentation: (1) for Customers with a Microsoft 365/Microsoft Entra ID tenant deployed in the US, Canada, France or Germany, Microsoft will store Customer Data at rest within that Geo for Microsoft Dragon Copilot; (2) for Customers with a Microsoft 365/Microsoft Entra ID tenant deployed in Ireland or Belgium, Microsoft will store Customer Data at rest in France for Microsoft Dragon Copilot; and (3) for Customers with

a Microsoft 365/Microsoft Entra ID tenant deployed in Austria or the Netherlands, Microsoft will store Customer Data at rest in Germany for Microsoft Dragon Copilot.

- **Windows 365**. When a Windows 365 tenant is deployed within an available Geo, then, for that tenant, Microsoft will store Customer Data at rest within that specified Geo. If Customer provisions Windows 365 Cloud PCs within the same tenant to different available Geos, then, for each Cloud PC, Microsoft will store Cloud PC Customer Data at rest within that specified Geo.

EU Data Boundary Services

The term "EU Data Boundary" means the Microsoft computers, computing environment, and physical data centers located solely in the European Union (EU) and the European Free Trade Association (EFTA). The term "EU Data Boundary Services" applies only to the Online Services in the table below, excluding any Previews.

EU Data Boundary Services	
Azure	Azure services that enable deployment in a region within the EU Data Boundary (see: https://azure.microsoft.com/explore/global-infrastructure/products-by-region/table) and the following non-regional services: Azure Active Directory B2C, Azure Advisor, Azure Bot Service, Cloud Shell, Azure Communication Services, Azure Data Box, Azure DNS, Microsoft Entra ID, Microsoft Fabric, Azure Kubernetes Service on Azure Local, Azure Lighthouse, Azure Managed Applications, Azure Migrate, Azure Monitor, Azure Resource Manager, Azure Resource Mover, Azure Service Health, Azure Sphere, Azure Stack Edge, Azure Local, Azure Stack Hub, Azure Virtual Desktop, Azure VM Image Builder, Power BI Embedded, Traffic Manager, Translator
Dynamics 365	Dynamics 365 Business Central, Dynamics 365 Commerce, Dynamics 365 Customer Insights, Dynamics 365 Customer Service, Dynamics 365 Customer Voice, Dynamics 365 Field Service, Dynamics 365 Finance, Dynamics 365 Guides, Dynamics 365 Intelligent Order Management, Dynamics 365 Project Operations, Dynamics 365 Remote Assist, Dynamics 365 Sales, Dynamics 365 Supply Chain Management
Microsoft 365	Cloud PC, Customer Lockbox, Exchange Online, Exchange Online Archiving for Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft Purview Audit, Microsoft Purview Communication Compliance, Microsoft Purview Compliance Manager, Microsoft Purview Customer Key, Microsoft Purview Data Lifecycle Management, Microsoft Purview Data Loss Prevention, Microsoft Purview eDiscovery, Microsoft Purview Information Barriers, Microsoft Purview Information Protection, Microsoft Purview-Insider Risk Management, Microsoft Purview Privileged Access Management, Microsoft Purview Records Management, Microsoft StaffHub, Microsoft Stream (Classic) (on SharePoint), Microsoft Teams, Microsoft To-Do, Office for the web, Online Services provided as part of Microsoft 365 Apps, OneDrive (work/school), SharePoint Online, Sway, Whiteboard, Viva Engage, Microsoft 365 Copilot, Microsoft 365 Copilot Chat, Communications Compliance, eDiscovery and Audit, Insider Risk Management, Information Barriers, Microsoft Intune, Priva Privacy Risk Management, Priva Subject Rights Management, Microsoft Viva Answers, Microsoft Viva Connections, Microsoft Viva Engage, Microsoft Viva Glint, Microsoft Viva Insights, Microsoft Viva Learning, and Microsoft Viva Pulse
Microsoft 365 Copilot for Sales	Microsoft 365 Copilot for Sales
Microsoft Agent 365	Microsoft Agent 365
Microsoft Dragon Copilot	Microsoft Dragon Copilot
Power Platform	Microsoft Power Apps, Microsoft Power Automate, Microsoft Power BI, Microsoft Power Pages, Microsoft Copilot Studio

Location of Customer Data, Personal Data, and Professional Services Data for EU Data Boundary Services

For EU Data Boundary Services, Microsoft will store and process Customer Data and Personal Data, and store Professional Services Data at rest within the EU Data Boundary as detailed below.

Customer must configure EU Data Boundary Services as follows:

- For **Azure**, Customer must deploy the service into an Azure region located within the EU Data Boundary. See Data Residency in Azure (https://azure.microsoft.com/explore/global-infrastructure/data-residency) for more information. For services that do not enable deployment into a specified Azure region, Customer must follow the instructions at Configuring Azure non-regional services for the EU Data Boundary (https://learn.microsoft.com/privacy/eudb/eu-data-boundary-configure-azure-nonregional-services). To store Professional Services Data in the EU Data Boundary for Azure, Customer must configure Azure Resource Manager to the EU Data Boundary as described in https://learn.microsoft.com/privacy/eudb/eu-data-boundary-configure-azure-nonregional-services.

- For **Dynamics 365 and Power Platform**, if Customer provisions a tenant with a billing address in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary if Customer also creates all of its environments within a Geo inside the EU Data Boundary.
- For **Microsoft 365**, if Customer provisions a tenant in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary, except for those tenants where Customer has also purchased the Microsoft 365 Multi-Geo Capabilities add-on that enables customers to expand Microsoft 365 tenant presence to multiple geographic regions or countries (https://learn.microsoft.com/microsoft-365/enterprise/microsoft-365-multi-geo?view=o365-worldwide).
- For **Microsoft 365 Copilot for Sale**s Customers who use Dynamics 365, and where Microsoft 365 Copilot for Sales generates Customer Data, the statements above regarding **Dynamics 365 and Power Platform** apply to storing and processing of that Customer Data. For Microsoft 365 Copilot for Sales Customers who use third-party customer relationship management systems, and where Microsoft 365 Copilot for Sales generates Customer Data, the statements above regarding **Microsoft 365** apply to storing and processing of that Customer Data. Underlying Customer Data and Personal Data associated with Microsoft 365 and Dynamics 365 and Power Platform (and not generated by Microsoft 365 Copilot for Sales) remains subject to the respective statements above for Microsoft 365 and Dynamics 365 and Power Platform.
- For **Microsoft Dragon Copilot**, the EU Data Boundary will be configured automatically for Customers with a Microsoft 365/Microsoft Entra ID tenant deployed in the EU or EFTA.

Use of EU Data Boundary Services may result in limited transfers of Customer Data, Personal Data, or Professional Services Data outside the EU Data Boundary, as set forth below and further detailed in transparency documentation for the EU Data Boundary located at https://learn.microsoft.com/en-us/privacy/eudb/eu-data-boundary-learn or successor location. Any such transfers will be conducted in accordance with the Data Protection Addendum and the Product Terms.

- **Remote Access**. Microsoft personnel located outside the EU Data Boundary may remotely access data processing systems in the EU Data Boundary as necessary to operate, troubleshoot, support, and secure the EU Data Boundary Services.
- **Customer-Initiated Transfers**. Customers may initiate transfers outside the EU Data Boundary, such as by accessing EU Data Boundary Services from locations outside the EU Data Boundary, sending an email to a recipient located outside the EU Data Boundary, or use of EU Data Boundary Services in combination with other services not in the EU Data Boundary.
- **Protecting Customers**. Microsoft transfers limited data outside of the EU Data Boundary as necessary to detect and protect Customers against security threats.
- **Directory Data**. Microsoft may replicate limited Microsoft Entra directory data from Microsoft Entra ID (including username and email address) outside the EU Data Boundary to provide the service.
- **Network Transit**. To reduce routing latency and to maintain routing resiliency, Microsoft uses variable network paths that may occasionally result in transit of data outside the EU Data Boundary.
- **Service and Platform Quality, Resiliency and Management**. When required to monitor and maintain service quality or to ensure accuracy of statistical measures of service use or performance, pseudonymized Personal Data and Professional Services Data may be transferred outside of the EU Data Boundary.
- **Service-Specific Transfers**. See transparency documentation referenced above for information about transfers applicable to specific support activities and EU Data Boundary Services.

EU Data Act

The terms "EU Data Act," "EU Customer," and "EU Data Act Service" are defined in the DPA.

Supporting materials on exporting Customer Data from Online Services, including EU Data Act Services, are available on Microsoft Learn (https://learn.microsoft.com/); visit aka.ms/customerdataexport to learn more.

EU Customer's agreement, including the security practices and policies in the DPA, describes security measures Microsoft takes to protect Customer Data. Information related to how Microsoft responds to government data access requests and Microsoft ICT infrastructure used to provide EU Data Act Services can be found at: aka.ms/governmentaccessrequests.

CAL Suites and CAL Suite Bridges

Availability

Product	Program Attribute
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)	Non-Organization Wide in Open Value
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)	Non-Organization Wide in Open Value
Core CAL Suite (Device and User)	Enterprise Product,Non-Organization Wide in Open Value

Core CAL Suite Bridge for Office 365 (User SL)	Non-Organization Wide in Open Value
Enterprise CAL Suite (Device and User)	Enterprise Product,Non-Organization Wide in Open Value
Enterprise CAL Suite Bridge for Office 365 (User SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Product Pool	Server
Promotions	None

Process to Determine Applicable Use Rights for CAL Suites

A CAL Suite License is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual Licenses are determined based on the use rights in effect for the versions that were current prior to the lapse.

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	Core CAL or Enterprise CAL Suite

Components of CAL Suite

Refer to CAL and ML Equivalency Licenses for the current components of the Core CAL Suite and the Enterprise CAL Suite.

CAL Suite Bridge

A CAL Suite Bridge is an Enterprise Product and may only be acquired to satisfy the Organization Wide requirement of either that CAL Suite Bridge or Core/Enterprise CAL Suites. When a CAL Suite Bridge is required the number of CAL Suite Bridge User SLs should be the same number of User SLs for the qualifying Online Service.

CAL Suite Bridge	**Parent CAL Suite**	**Qualifying Online Services**
Core CAL Suite Bridge for Office 365	Core CAL Suite	Office 365 E1, or Office 365 E3, or Office 365 E5
Core CAL Suite Bridge for Office 365 and Microsoft Intune	Core CAL Suite	Office 365 E1 and Microsoft Intune, or Office 365 E3 and Microsoft Intune, or Office 365 E5 and Microsoft Intune
Core CAL Suite Bridge for Microsoft Intune	Core CAL Suite	Microsoft Intune
Core CAL Suite Bridge for Enterprise Mobility + Security	Core CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5
Enterprise CAL Suite Bridge for Office 365	Enterprise CAL Suite	Office 365 E3, or Office 365 E5
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	Enterprise CAL Suite	Office 365 E3 and Microsoft Intune, or Office 365 E5 and Microsoft Intune
Enterprise CAL Suite Bridge for Microsoft Intune	Enterprise CAL Suite	Microsoft Intune
Enterprise CAL Suite Bridge for Enterprise Mobility + Security	Enterprise CAL Suite	Enterprise Mobility + Security E3, or Enterprise Mobility + Security E5

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

License Model

Per Core/CAL

Server Licenses (per core)

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

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

1. OSEs in which there are no Running Instances of software;

2. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
3. Conversion of OSEs from Physical to Virtual; or
4. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - March 2014 (Forefront United Access Gateway 2010)
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Extended Use Rights for Microsoft 365 Customers

Qualifying customers licensed for Microsoft 365 or a combination of Office 365 and Enterprise Mobility + Security provides have the same access to Exchange Online Archiving for Exchange Server as the Enterprise CAL Suite provided. "Qualifying Customers" are Enterprise Enrollment, Enterprise Subscription Enrollment, or Enrollment for Education Solutions customers who have active Software Assurance coverage for the Enterprise CAL Suite as of November 30, 2014.

Online Services Included with Enterprise CAL Suite

Enterprise CAL Suite with active SA coverage also includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection.

Infrastructure and Other Servers

Advanced Threat Analytics

Availability

Product	Date Available	Program Attribute
Advanced Threat Analytics 2016 Client Management License per OSE	8/15	Non-Organization Wide in Open Value
Advanced Threat Analytics 2016 Client Management License per User	8/15	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	None
Product Pool	Server

Product Conditions - General	
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Country Restrictions

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

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	Windows Software Components
Notices	Internet-based Features - refer to Notices

Usage Requiring a Management License

Licenses are only required for clientOSEs (or server OSEs used as client OSEs) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

License Model

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Client Management License
Advanced Threat Analytics 2016 (User or OSE ML)
Microsoft 365 F3 (User SL)
Microsoft Defender for Identity (User SL)
Management License Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Yes
License Mobility	None
Migration Rights	None
Roaming Rights	None
Self Hosting	Yes
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits.

BizTalk Server

Availability

Product	Date Available	Program Attribute
BizTalk Server 2020 Branch Edition	1/20	Non-Organization Wide in Open Value,Open Minimum
BizTalk Server 2020 Enterprise Edition	1/20	Non-Organization Wide in Open Value,Open Minimum
BizTalk Server 2020 Standard Edition	1/20	Non-Organization Wide in Open Value,Open Minimum

Product Conditions:

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

BizTalk Server	
Prior Version	BizTalk Server 2016 (12/16)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	All
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	Windows Software Components
Notices	Internet-based Features - refer to Notices

BizTalk Server Branch and Standard Edition

Use Limitation

Customer may not use the server software on a Server that is part of a networked cluster or in an OSE that is part of a networked cluster of OSEs on the same Server.

Office Web Component

Customer may use the Office Web Component only to view and print copies of static documents, text and images created with the software. Customer does not need separate licenses for copies of the component.

BizTalk Server Branch Edition

Customer may Run Instances of the software on Licensed Servers only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint; provided, the Licensed Server may not:

- act as the central node in a "hub and spoke" networking model,
- centralize enterprise-wide communications with other Servers or devices; or
- automate business processes across divisions, business units, or branch offices.

Licensing Use of Host Integration Server (HIS)

Customer may use HIS server software and Additional Software under the terms and conditions of the Per Core License Model using BizTalk Server core licenses. Customer may use HIS Additional Software (e.g., HIS Client) only in conjunction with its licensed use of HIS server software. The rights applicable to this use are determined by which edition and version of BizTalk Server licenses Customer assigns to the Server (e.g., unlimited virtualization rights require BizTalk Server Enterprise licenses with SA). Use of HIS server software is limited to branch office deployments if used under the BizTalk Server Branch Edition licenses.

Additional Software:

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

License Model

Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) - Licensing by Physical Core on a Server

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four Licenses per Physical Processor.
3. For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use the server software in one additional OSE on the Licensed Server.
5. For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
- If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All Editions
License Mobility	All Editions
Migration Rights	Product List - December 2014
Roaming Rights	None
Self Hosting	All Editions (except Branch)
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

BizTalk Server 2020 Enterprise – Unlimited Virtualization

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

BizTalk Server Feature Packs

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

Core Infrastructure Server

Availability

Product	Program Attribute
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)	
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	Open Minimum,Non-Organization Wide in Open Value
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)	Open Minimum,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	None
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard made available during Customer's SA coverage.

Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter made available during Customer's SA coverage.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

Applicable Use Rights

Customer's use of CIS Suite software is governed by the applicable License Terms for the individual Products comprising the CIS Suite software as modified by these License Terms. For each Server on which Customer runs CIS Suite software, the number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server. Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified in the prior sentence and run the server software in two additional OSEs and Manage two additional OSEs on the Licensed Server.

Alternatively, for customers with subscription licenses or Licenses with active Software Assurance (including CALs), customer may use and manage the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below:

1. The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
2. Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Server License and Management License Assignment

For purposes of applying License Terms for Windows Server and System Center to Customer's use of CIS Suite, Customer is deemed to have assigned to the Licensed Server Windows Server and System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the license terms for that Product in the Product Terms.

All other requirements to acquire and assign External Connector Licenses, CALs and Management Licenses to users or devices for access and management, as set forth in the Product Terms, remain in full force and effect.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All Editions
License Mobility	None
Migration Rights	Product List - March 2014, Product Terms - October and December 2016
Roaming Rights	None

Software Assurance	
Self Hosting	All Editions
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the Microsoft Azure Services Product Entry for deploying Windows Server images on Microsoft Azure.

Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager) Current Branch Rights

Customers with active SA on CIS Suite Standard or Datacenter Licenses may install and use the Current Branch option of Microsoft Endpoint Configuration Manager.

Software Assurance Rights and Benefits for Subscription Licenses

Any Subscription License Customer acquires under SCE is granted the same SA rights and benefits during the term of the subscription as Licenses with SA coverage.

Software Assurance Renewal Offer for Windows Server and System Center

Customers who have Licenses with active SA for both of the Products in Column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding CIS Suite in Column B without acquiring the underlying CIS Suite License.

Column A	Column B
Windows Server Standard (2-packs of Core Licenses) and System Center Standard (2-packs of Core Licenses)	Core Infrastructure Server Suite Standard (2-packs of Core Licenses)
Windows Server Datacenter (2-packs of Core Licenses) and System Center Datacenter (2-packs of Core Licenses)	Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)

Customers who license and use CIS Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying Licenses shown in Column A. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

Microsoft Identity Manager

Availability

Product	Date Available	Program Attribute
Microsoft Identity Manager 2016 CAL (User)	8/15	Non-Organization Wide in Open Value
Microsoft Identity Manager 2016 External Connector	8/15	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Forefront Identity Manager 2010 R2 (5/12)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	None
Notices	None

Additional Software

Additional Software - Microsoft Identity Manager
Client Software

License Model

Per Core/CAL

Server Licenses (per core)

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

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Yes
License Mobility	None
Migration Rights	None
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center

System Center Server

Availability

Product	Date Available	Program Attribute
System Center 2025 Datacenter Server Management License (16-packs of Core Licenses)	11/24	Open Minimum,Non-Organization Wide in Open Value
System Center 2025 Standard Server Management License (16-packs of Core Licenses)	11/24	Open Minimum,Non-Organization Wide in Open Value
System Center 2025 Datacenter Server Management License (2-packs of Core Licenses)*	11/24	Open Minimum,Non-Organization Wide in Open Value
System Center 2025 Standard Server Management License (2-packs of Core Licenses)*	11/24	Open Minimum,Non-Organization Wide in Open Value

**May not be available in all sales channels and geos for MCA. May require engaging with a Microsoft representative to place an order.*

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center 2019 (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features - refer to Notices

System Center Endpoint Protection Use with Azure Security Center or Microsoft Defender for Endpoint

Customer may use System Center Endpoint Protection to manage Virtual OSEs it is protecting using the Standard tier of Azure Security Center or Microsoft Defender for Endpoint. The System Center License Terms, as amended here, govern that use. Managed Virtual OSEs can be running on shared or dedicated Servers. Customer is not required to acquire and assign System Center Licenses for this limited use.

SQL Server Technology

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

Windows Server Containers

Customer may Manage any number of OSEs instantiated as Windows Server Containers on the Licensed Server.

License Model

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License - System Center 2025 Standard

Server Management License
System Center 2025 Standard Management License

Management License - System Center 2025 Datacenter

Server Management License
System Center 2025 Datacenter Management License

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	All editions (License Mobility through SA only)

Software Assurance	
Migration Rights	Product List - October 2013, Product Terms - October 2016, and December 2016
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Microsoft Endpoint Configuration Manager

Availability

Product	Date Available	Program Attribute
Microsoft Endpoint Configuration Manager Client Management License per OSE*	10/16	Non-Organization Wide in Open Value
Microsoft Endpoint Configuration Manager Client Management License per User*	10/16	Non-Organization Wide in Open Value

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

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center Configuration Manager 1606 (10/16)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Academic Customers

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

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features - refer to Notices

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License
Microsoft Endpoint Configuration Manager (User or OSE)
Microsoft 365 F3 (User SL)
Microsoft Intune P1 (User SL)
Microsoft Intune P1 for Devices
Management License Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	None
Migration Rights	Product List - October 2013, Product Terms - October 2016, and December 2016
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Microsoft Endpoint Configuration Manager – VDI Rights

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

Microsoft Endpoint Configuration Manager Current Branch Rights

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

Access to Intune

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

Access to System Center Configuration Manager 1606

Optionally, Customer may use System Center Configuration Manager 1606 in place of the Microsoft Endpoint Configuration Manager to manage its Licensed Devices or devices used by Licensed Users. The right to use System Center Configuration Manager 1606 continues upon expiration of Customer's SA except in the case of expired subscription-based Microsoft Endpoint Configuration Manager

Licenses or expired subscription-based ML equivalent Licenses. This does not permit ongoing use of Microsoft Endpoint Configuration Manager after SA expires.

System Center Data Protection Manager

Availability

Product	Date Available	Program Attribute
System Center 2019 Data Protection Manager per OSE (Client ML)	3/19	Non-Organization Wide in Open Value
System Center 2019 Data Protection Manager per User (Client ML)	3/19	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center 2016 Data Protection Manager (1/17)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features - refer to Notices

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.

3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also see the Software Assurance Benefits section.

Software Assurance	
SA Benefits	Server

Software Assurance	
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013, Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Data Protection Manager Current Branch Rights

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

System Center Endpoint Protection

Availability

Product	Date Available	Program Attribute
System Center Endpoint Protection 1606 (Device and User SL)	10/16	Non-Organization Wide in Open Value

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center 2012 R2 Endpoint Protection (10/13)
Product Pool	Server
Promotions	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	None
Notices	Internet-based Features - refer to Notices

Server Management SLs

In addition to User SL requirements, Server Management Licenses are required for each Server in the number specified in the System Center 2016 Datacenter and Standard license terms. For purposes of this statement, OSEs running server operating systems that access

System Center Endpoint Protection or related software are managed OSEs. For this paragraph, a “Servers" is a device on which Customer runs server operating system software.

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.

License Model

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

21. OSEs in which there are no Running Instances of software;
22. Any of Customer's network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software;
23. Conversion of OSEs from Physical to Virtual; or

24. Any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

Data Sets

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

Access Licenses

Management License

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	None
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - March 2014
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	None

System Center Endpoint Protection Current Branch Rights

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

System Center Operations Manager

Availability

Product	Date Available	Program Attribute
System Center 2025 Operations Manager per User (Client ML)	11/24	Non-Organization Wide in Open Value
System Center 2025 Operations Manager per OSE (Client ML)	11/24	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center Operations Manager 2019 (3/19)

Product Conditions - General	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features - refer to Notices

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.

- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2025 Operations Manager License (User or OSE)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013; Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Operations Manager Current Branch Rights

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

System Center Orchestrator

Availability

Product	Date Available	Program Attribute
System Center 2025 Orchestrator per User (Client ML)	11/24	Non-Organization Wide in Open Value
System Center 2025 Orchestrator per OSE (Client ML)	11/24	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center 2019 Orchestrator (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features - refer to Notices

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.

3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
    - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.
    - Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs.
    - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage two additional OSEs.
5. OSEs running Server operating systems require Server Management Licenses.

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2025 Orchestrator License (User or OSE)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server

Software Assurance	
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013; Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Service Manager

Availability

Product	Date Available	Program Attribute
System Center 2025 Service Manager per User (Client ML)	11/24	Non-Organization Wide in Open Value
System Center 2025 Service Manager per OSE (Client ML)	11/24	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	System Center 2019 Service Manager (3/19)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	ML
Included Technologies	SQL Server Technology, Windows Software Components
Notices	Internet-based Features - refer to Notices

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

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

Server Management Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use the software on Azure or a Server to Manage a Virtual OSE on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a Server* to Manage an OSE on a Licensed Device or OSEs on devices used by a Licensed User for each Client Management License it acquires.
- OSEs running operating systems other than Server operating systems require Client Management Licenses or Management License Equivalent Licenses.
- The number of Client Management Licenses required depends on License type (per OSE or user) assigned.
- Management of an OSE accessed by more than one user requires an OSE Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2025 Service Manager License (User or OSE)
Microsoft Identity Manager 2016 CAL (User)
Microsoft Entra ID (P1 and P2) User SL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - October 2013; Product Terms January 2017
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

System Center Service Manager Current Branch Rights

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

Microsoft Dynamics 365 On-premises

Availability

Product	Date Available	Program Attribute
Dynamics 365 Team Members On-premises CAL (Device and User)	12/16	Open Minimum,Non-Organization Wide in Open Value
Dynamics 365 Sales On-premises CAL (Device and User)	12/16	Open Minimum,Non-Organization Wide in Open Value
Dynamics 365 Customer Service On-premises CAL (Device and User)	12/16	Open Minimum,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Sales and Customer Service CALs, except for (i) Customer's or its Affiliates' contractors or agents; (ii) access through Dynamics 365 Clients; or (iii) Licensed with Operations Server
Included Technologies	None
Notices	Internet-based Features - refer to Notices

Use rights for Dynamics 365 for Operations Servers

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

Use rights for Dynamics 365 On-Premises

Server Use Rights for Dynamics 365 CALs

Customers with Dynamics 365 CALs may install and use any number of copies of the corresponding Dynamics 365 Server software on a server dedicated to Customer's use. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause. This right does not apply to Dynamics 365 Operations Server.

Eligibility for Qualified Offers

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

Dynamics 365 for Team Members CALs

Existing Enterprise Agreement Subscription customers with Team Members licenses acquired prior to May 1, 2019 may use existing and newly acquired Dynamics 365 Team Members CALs in accordance with the Dynamics 365 service description at https://aka.ms/D365TeamMembersExistingCustomer through the duration of their existing agreement and any subsequent subscription term begun prior to December 31, 2020.

Additional Software

Additional Software - all editions		
Microsoft Dynamics 365 for Microsoft Outlook	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics 365	Microsoft Dynamics Reporting Extensions for Microsoft Dynamics 365
Microsoft Dynamics 365 Report Authoring Extensions	Microsoft Dynamics 365 Multilingual User Interface (MUI)	Microsoft Dynamics 365 for supported devices

License Model

Server/CAL

Server Licenses (per Instance)

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

Access Licenses

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

Access Licenses

Dynamics 365 On-premises Server Software Access

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server Pool
Disaster Recovery	Operations Server
License Mobility	Operations Server
Migration Rights	Product List - November 2014 and June 2015; Product Terms December 2016; Product Terms July 2017
Roaming Rights	No
Self Hosting	Operations Server
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Dynamics 365 Server Rights

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

Dynamics 365 for Operations Server Rights

Dynamics 365 for Operations Server may only be used by Customers that have active SA or equivalent license. Customers that allow SA or equivalent license to lapse must uninstall the server software. Customers that have perpetual rights may install the latest update of Dynamics AX 2012 R3 Server or Commerce Server software that is available at the time of lapse.

Dynamics 365 Operations Server Fail-over Rights

Customer may run passive fail-over instances of Dynamics 365 Operations Server as follows. Passive fail-over Instances may be run in either a separate OSE on the Licensed Server or on a different Server dedicated to Customer's use. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of licenses required to run the corresponding production Instances. This SA benefit requires SA for the Licensed Server and access license, if any.

Localization and Updates

Customer is eligible to receive and use updates related to government tax and regulatory requirements on Licensed Servers provided it has active SA or equivalent license for the Licensed Servers and CALs.

Unified Service Desk (USD)

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

Dynamics CustomerSource

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

Office Applications

Office Desktop Applications (Windows)

Availability

Product	Date Available	Program Attribute
Outlook LTSC 2024	10/24	Non-Organization Wide in Open Value
Skype for Business LTSC 2024	10/24	Non-Organization Wide in Open Value
Office LTSC Professional Plus 2024	10/24	Enterprise Product,Non-Organization Wide in Open Value
Office Multi Language Pack 2013	10/12	Non-Organization Wide in Open Value
Access LTSC 2024	10/24	Non-Organization Wide in Open Value
Project Standard 2024	10/24	Non-Organization Wide in Open Value
Visio LTSC Standard 2024	10/24	Non-Organization Wide in Open Value
Office LTSC Standard 2024	10/24	Non-Organization Wide in Open Value
Publisher LTSC 2024	10/24	Non-Organization Wide in Open Value
PowerPoint LTSC 2024	10/24	Non-Organization Wide in Open Value
Visio LTSC Professional 2024	10/24	Non-Organization Wide in Open Value
Excel LTSC 2024	10/24	Non-Organization Wide in Open Value
Word LTSC 2024	10/24	Non-Organization Wide in Open Value
Project Professional 2024	10/24	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Office LTSC 2021 and Office LTSC 2021 Applications (10/21)
Product Pool	Application

Product Conditions - General	
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	Office Professional Plus

Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

Office Online Server

Customers purchasing Office Standard 2016 or Office Professional Plus 2016 licenses before August 1, 2016 may use the editing functionality described in Software Assurance Benefits, Office for the web services and Office Online Server section with those licenses. This right expires on August 1, 2019.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	Office Web Apps Server 2013 (Office suites only)
Notices	H.264 and/or VC-1 (Skype for Business), Internet-based Features, H.265/HEVC - refer to Notices

License Model

Desktop Applications

Device License

1. Customer may install any number of copies of the software on a Licensed Device and on any Server for each License it acquires. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the Primary User of the Licensed Device.
3. Any number of users may use the software running on a Licensed Device, but only one user may access and use the software at a time.
4. Remote use of the software running on a Licensed Device is permitted for the Primary User from any device or for any other user from another Licensed Device.
5. Remote use of the software running on a Server is permitted for any user from a Licensed Device.

Media Elements and Templates

Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

Use for Training AI Models

Customer may not use and may not permit any third party to use data, logs, recordings, or other outputs from Robotic Process Automation, bots, or other similar technologies to develop, train, improve, replicate product functionality, or fine tune machine learning or artificial intelligence algorithms or models.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Application
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - June 2015 (Office Multi-Language Pack and Visio Premium 2010)
Roaming Rights	Office, Project and Visio
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Office for Mac

Availability

Product	Date Available	Program Attribute
PowerPoint LTSC for Mac 2024	10/24	Non-Organization Wide in Open Value
Outlook LTSC for Mac 2024	10/24	Non-Organization Wide in Open Value
Office LTSC Standard for Mac 2024	10/24	Non-Organization Wide in Open Value
Excel LTSC for Mac 2024	10/24	Non-Organization Wide in Open Value
Word LTSC for Mac 2024	10/24	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Office for Mac 2019 and Office for Mac 2019 Applications (9/18)
Product Pool	Application
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Platform Independent

Customer may run either the version licensed or a different platform version, provided that the different platform version was available when the original licensed version became available. If the components of a Product suite vary by platform version, then Customer may use the components of the suite that it chooses to deploy and only those components; Customer may not mix components across platform versions. SA for a platform independent License permits Customer to use, in place of the licensed Product the most current version of either platform version of the Product that becomes available during the term of coverage.

Office Online Server

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

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	None
Included Technologies	Office Web Apps Server 2013 (Office suite only)
Notices	Internet-based Features - refer to Notices

License Model

Desktop Applications

Device License

1. Customer may install any number of copies of the software on a Licensed Device and on any Server for each License it acquires. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.
2. Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the Primary User of the Licensed Device.
3. Any number of users may use the software running on a Licensed Device, but only one user may access and use the software at a time.
4. Remote use of the software running on a Licensed Device is permitted for the Primary User from any device or for any other user from another Licensed Device.
5. Remote use of the software running on a Server is permitted for any user from a Licensed Device.

Media Elements and Templates

Microsoft grants Customer a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that Customer may not sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements.

Use for Training AI Models

Customer may not use and may not permit any third party to use data, logs, recordings, or other outputs from Robotic Process Automation, bots, or other similar technologies to develop, train, improve, replicate product functionality, or fine tune machine learning or artificial intelligence algorithms or models.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Applications
Disaster Recovery	No
License Mobility	None
Migration Rights	Product List - June 2015 (Communicator for Mac 2010, Entourage for Mac 2008)
Roaming Rights	No
Self Hosting	No
SA Equivalent Rights	No

Software Assurance	
Prerequisite (SA)	See Software Assurance Benefits

Office Servers

Exchange Server

Availability

Product	Date Available	Program Attribute
Exchange Server Subscription Edition Enterprise CAL (Device and User)*	7/25	Non-Organization Wide in Open Value
Exchange Server Subscription Edition Standard CAL (Device and User)*	7/25	Non-Organization Wide in Open Value
Exchange Server Subscription Edition Enterprise*	07/25	Non-Organization Wide in Open Value
Exchange Server Subscription Edition Standard*	7/25	Non-Organization Wide in Open Value

**May not be available in all sales channels and geos. May require engaging with a Microsoft representative to place an order.*

Product Conditions:

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

Product Conditions - General	
Prior Version	Exchange Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	N/A

Product Conditions - Program Specific	
Extended Term Eligible	None
Qualified User Exemption	None
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

Use Rights

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Standard
External User Access Requirements	Licensed with Server (access to Additional Functionality requires both Base and Additive CALs)
Included Technologies	None
Notices	None

Additional Software

Exchange Server - all editions
Exchange Management Tools

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Exchange Server Subscription Edition Standard CAL
Exchange Online (Plan 1/1G/2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Additional Functionality Associated with Exchange Enterprise CAL

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

Additive Access License
Exchange Server Subscription Edition Enterprise CAL
Exchange Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	All editions (server licenses only)
Migration Rights	Product List - June 2015(External Connector)
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Exchange Enterprise CAL with Services Supplemental Terms and Conditions

Exchange Server Subscription Edition Enterprise CAL with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection.

Exchange Online Voice Mail Service

Customers with active SA coverage for Exchange Server Subscription Edition Standard or Exchange Server Subscription Edition Enterprise may use the Exchange Online Voice Mail Service of Cloud Voicemail to access voice messages from Outlook. Use of this Online Service is subject to Exchange Online terms.

Project Server

Availability

Product	Date Available	Program Attribute
Project Server Subscription Edition CAL (Device and User)	11/21	Non-Organization Wide in Open Value
Project Server Subscription Edition	11/21	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Project Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None
Prerequisite	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CAL
Included Technologies	None
Notices	None

Active Software Assurance is required to run and access Project Server Subscription Edition software (server and CAL). Project Server Subscription Edition licenses include a perpetual entitlement to run Project Server 2019 software only. If Software Assurance coverage lapses, or Customer purchases a buyout license, Customer must uninstall Subscription Edition Software and may install version 2019 software.

Additional Software

Project Server
Software Development Kit

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Project Server Subscription Edition CAL
Project Professional 2021 (with active SA)
Project Essentials User SL
Planner Plan 1 User SL
Planner and Project Plan 3 User SL
Planner and Project Plan 5 User SL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Project Server
License Mobility	Server licenses only
Migration Rights	None
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

SharePoint Server

Availability

Product	Date Available	Program Attribute
SharePoint Server Subscription Edition	11/21	Non-Organization Wide in Open Value
SharePoint Server Subscription Edition Enterprise CAL (Device and User)	11/21	Non-Organization Wide in Open Value
SharePoint Server Subscription Edition Standard CAL (Device and User)	11/21	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions – General	
Prior Version	SharePoint Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Server
Included Technologies	None
Notices	None

Active Software Assurance or a subscription license is required to run and access SharePoint Server Subscription Edition software (server and CAL). SharePoint Server Subscription Edition licenses include a perpetual entitlement to run SharePoint Server 2019 software only. If Software Assurance coverage lapses, or Customer purchases a buyout license, Customer must uninstall Subscription Edition Software and may install version 2019 software.

Additional Software

SharePoint Server
Software Development Kit

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

SharePoint Server Subscription Edition Server Software Access

Base Access License
SharePoint Server Subscription Edition Standard CAL
SharePoint Online (Plan 1/2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

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

Additive Access License
SharePoint Server Subscription Edition Enterprise CAL
SharePoint Online (Plan 2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

CAL Waiver for Users Accessing Publicly Available Content

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	SharePoint Server and Office Audit and Control Management Server (server licenses only)
Migration Rights	Product List - June 2015 (SharePoint Server and SharePoint Server for Internet Sites)
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Skype for Business Server

Availability

Product	Date Available	Program Attribute
Skype for Business Server Subscription Edition	7/25	Non-Organization Wide in Open Value
Skype for Business Server Subscription Edition Standard CAL (Device and User)	7/25	Non-Organization Wide in Open Value
Skype for Business Server Subscription Edition Plus CAL (Device and User)	7/25	Non-Organization Wide in Open Value
Skype for Business Server Subscription Edition Enterprise CAL (Device and User)	7/25	Non-Organization Wide in Open Value
Skype for Business Plus CAL (User SL)		Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Skype for Business Server 2019 (10/18)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	Licensed with Server
Included Technologies	Windows Software Components
Notices	H.264 and/or VC-1 - refer to Notices

Additional Software

Additional Software - Skype for Business Server		
Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Skype Web App	Microsoft Skype for Business Server Subscription Edition Control Panel	PowerShell Snap-in
Reach Application Sharing Server Role	Mobility Service Role	Video Interop Server Role
Topology Builder	Unified Communications Application Server Role	
Web Conferencing Server Role	Central Management Server Role	

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Skype for Business Server Subscription Edition Standard CAL
Skype for Business Online (Plan 1/1G/1A/2/2G/2A) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Enterprise CAL

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

Additive Access License
Skype for Business Server Subscription Edition Enterprise CAL
Skype for Business Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License
Skype for Business Server Subscription Edition Plus CAL
Skype for Business Plus CAL User SL
Microsoft Teams Phone Standard User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Skype for Business Server
License Mobility	Server licenses only
Migration Rights	Product List - April 2015
Roaming Rights	None

Software Assurance	
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

SQL Server

Availability

Product	Date Available	Program Attribute
SQL Server 2025 Enterprise Core (2-packs of Core Licenses)	11/25	Open Minimum,Non-Organization Wide in Open Value
SQL Server 2025 Standard Core (2-packs of Core Licenses)	11/25	Open Minimum,Non-Organization Wide in Open Value
SQL Server 2025 Enterprise	11/25	Non-Organization Wide in Open Value
SQL Server 2025 CAL	11/25	Non-Organization Wide in Open Value
SQL Server 2025 Standard	11/25	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	SQL Server 2022 (11/22)
Product Pool	Server - All editions
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	Per Core Products only
UTD Discount	None

SQL Server Enterprise (Server/CAL)

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

SQL Server Parallel Data Warehouse

SQL Server Parallel Data Warehouse is a deployment option for SQL Server Enterprise Core customers. Customers are eligible to use only the software builds made available during the term of their SA coverage.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise Core to Standard, Business Intelligence, Workgroup or Small Business or 2008 R2 Datacenter; Standard to Workgroup or Small Business
External User Access Requirements	CALs (Server/CAL editions only)
Included Technologies	Windows Software Components

Use Rights	
Notices	Internet-based Features - refer to Notices

Automatic Updates to Previous Versions of SQL Server

If the SQL Server software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a Server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

SQL Server Platform Selection

SQL Server Licenses are platform agnostic and permit deployment and use on Windows or Linux platforms.

Running Instances for Standard Edition

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

Distributed Availability Groups Use Limitations for Standard Edition

Customer may use Distributed Availability Groups on SQL Server Standard Edition to establish database replication with Azure resources only.

Fail-Over Servers for Parallel Data Warehouse (PDW)

The PDW Appliance is a single unit made up of two or more compute nodes (Licensed Servers) all controlled by a single PDW control virtual machine (Virtual OSE). Technology is built in to the appliance which allows the software to fail-over to another compute node on the appliance. Customer does not need additional Licenses for the software running in fail-over OSEs as executed by the PDW Appliance technology.

Use of SQL Server with Container Technology

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

Additional Software

Additional Software - all editions (except Parrallel Data Warehouse)		
Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

Additional Software - Parallel Data Warehouse
Parallel Data Warehouse Control Virtual Machine

Use of Power BI Report Server

With SQL Server 2025, Customer may run Power BI Report Server software on the Licensed Server, on any allowed Fail-over OSE in accordance with those same limits, or in Azure. Customer may run the software on a maximum numbers of cores equal to the number of SQL Server Standard or Enterprise Edition Core Licenses assigned to the Licensed Server, subject to a minimum of four core licenses

per OSE. Alternatively, if the software is run in Azure, Customer must allocate one SQL Server Standard or Enterprise Edition Core License per virtual core, subject to a minimum of four core licenses per OSE. A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server.

For versions of SQL Server Enterprise Edition released prior to 2025, Power BI Report Server use rights apply only to Enterprise Edition Core Licenses with active SA. This right expires upon expiration of Customer's SA coverage.

License Model

Per Core

For Products under the Per Core License Model, Customer must choose either Licensing by Physical Core on a Server or Licensing by Individual Virtual OSE. The terms for each are set forth below.

Server Licenses (per core) - Licensing by Physical Core on a Server

1. Customer may use the server software on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of four Licenses per Physical Processor.
3. For Enterprise edition, Customer may use any number of Running Instances of the server software on the Licensed Server in a number of Physical OSEs and/or Virtual OSEs equal to the number of licenses assigned to it.
4. For each additional Enterprise edition License that Customer assigns beyond the number of Licenses required under paragraph 2 above, it may use the server software in one additional OSE on the Licensed Server.
5. For other editions, Customer may use any number of Running Instances of the server software only in the Physical OSE on the Licensed Server.

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only:

- Customer may use any number of Running Instances of the server software in any Virtual OSE on the Licensed Server, provided it acquires sufficient Licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of four Licenses per Virtual OSE.
- If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs a License for each Hardware Thread to which it is mapped.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

Client access licenses may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding

versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

Server Software Access

Base Access License
SQL Server 2025 CAL

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits. For Subscription licenses, during the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions. See Fail-Over Rights section below for additional terms for SQL Server.
License Mobility	All editions of SQL Server (Not applicable to Parallel Data Warehouse).
Migration Rights	See Product Terms - October 2019.
Roaming Rights	None
Self Hosting	All editions
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

SQL Server Enterprise Core - Unlimited Virtualization

When licensing by physical core, customers with active Software Assurance may run any number of instances of the server software in any number of OSEs on any Licensed Server.

SQL Server Standard/Enterprise Core - Unlimited Containers

When licensing by Virtual OSE, customers with active SA may run any number of instances of the server software in any number of containers in the Virtual OSE on the Licensed Server. When electing this benefit, a container is not considered to be a Virtual OSE.

SQL Server - Fail-over Rights

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

- One Fail-over OSE for any purpose, including high availability, on any Server (subject to the Outsourcing Software Management clause); and
- Two Fail-over OSEs specifically for disaster recovery purposes:
  - one on any Server (subject to the Outsourcing Software Management clause) and
  - one on Microsoft Azure servers, subject to Ratio of Qualified Licenses to Azure vCores as stipulated in the Azure Hybrid Benefit terms for SQL Server.

Customer may also run Primary Workloads and its disaster recovery Fail-over OSEs simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted Fail-over OSE:

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

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads. The number of licenses that otherwise would be required for a Fail-over OSE must not exceed the number of licenses required for the corresponding Primary Workload. These fail-over rights require SA for both the Licensed Server and CALs, if any, and do not apply when Customer deploys SQL Software under License Mobility through SA.

Use of SQL on Microsoft Azure

When using SQL Server on Azure under Azure Hybrid Benefit rights, or Disaster Recovery Rights, Customer should indicate such use, as prompted in the Azure portal or Azure command line APIs.

Extended Security Updates

Refer to Extended Security Updates in Software Assurance Benefits for acquisition and use of Extended Security Updates.

SQL Server Enterprise Core - Parallel Data Warehouse Feature Updates

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

SQL Server Buy-Out Option under the Enrollment for Application Platform EAP

Customer may renew SA for SQL Server Enterprise Server/CAL Licenses, but the only buy-out option at the end of Customer's enrollment term will be for core Licenses.

Virtual Desktop Infrastructure (VDI Suite)

Availability

Product	Date Available	Program Attribute
VDI Suite with MDOP	4/12	Enterprise Product,Non-Organization Wide in Open Value
VDI Suite	4/12	Non-Organization Wide in Open Value

Use Rights

Customers looking for information about how to license and use the VDI Suite should refer to the April 2015 Product Use Rights http://go.microsoft.com/?linkid=9839206 and June 2015 Product List http://go.microsoft.com/?linkid=9839207.

Visual Studio

Visual Studio Subscriptions

Availability

Product	Program Attribute
Visual Studio Enterprise Subscription	Open Minimum,Non-Organization Wide in Open Value
Visual Studio Test Professional Subscription	Open Minimum,Non-Organization Wide in Open Value
MSDN Platforms	Open Minimum,Non-Organization Wide in Open Value
Visual Studio Professional Subscription	Open Minimum,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Current Version	Visual Studio 2026 (11/25)
Prior Version	Visual Studio 2022 (11/21)
Product Pool	Applications
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

License Grant for SQL Server Parallel Data Warehouse Developer

Each Licensed User of Visual Studio Professional Subscription, Visual Studio Enterprise Subscription and Visual Studio Test Professional Subscription is deemed to have one License for SQL Server 2016 Parallel Data Warehouse Developer.

License Grant for Azure DevOps Server 2022

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

Microsoft Azure Services

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

Azure Virtual Desktop

Refer to the Azure Virtual Desktop section of the Microsoft Azure Services for rights to access Azure Virtual Desktop virtual machines.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Enterprise to Professional
External User Access Requirements	None
Included Technologies	SQL Server Technology, Windows Software Components, Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices	Internet-based Features - All, H.264 and/or VC-1 - All (except MSDN Platforms) - refer to Notices

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

Office LTSC Professional Plus or Microsoft 365 Apps for enterprise - Visual Studio Enterprise Subscription

Each Licensed User of Visual Studio Enterprise Subscription may also install and use one copy of Office LTSC Professional Plus or Microsoft 365 Apps for enterprise for production use. Except as provided here, the Office Desktop Applications (Windows) terms applies to the Licensed User's use of Office LTSC Professional Plus and the Microsoft 365 Applications terms applies to Licensed User's use of Microsoft 365 Apps for enterprise.

Terms of Use for Visual Studio Product Family

Except as expressly provided herein, Customer and Customer's Licensed Users may use Visual Studio Professional, Visual Studio Enterprise, Visual Studio Build Tools, and other extensions and supplements in accordance with the license terms accompanying each

software product. For detailed information, please refer to the applicable license terms provided with the software or https://visualstudio.microsoft.com/license-terms/.

License Model

Developer Tools

User Licenses

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

Additional License Terms for Visual Studio Subscriptions

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

Running the Software on Microsoft Azure Services

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

Additional Requirements

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

Acceptance Testing and Feedback

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

Windows Server Remote Desktop Services

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

Windows Embedded Product

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

Data Collection

The Data collection practices of Software are as described in the terms accompanying them.

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Applications
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - March 2014 and Product Terms - September 2015
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

Software Assurance Eligibility

Customers with expiring SA on any Visual Studio Subscription License or an active retail subscription corresponding to the Visual Studio offerings in the Product Terms may renew coverage under any Visual Studio Subscription License. When renewing to a different Subscription level, the new use terms replace the prior use terms, and any software not included in the new Subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (refer to Software Assurance Benefits)

Visual Studio Subscription Perpetual Rights

Customer's rights to use any software licensed through Visual Studio Subscription become perpetual when Customer's right to use Visual Studio becomes perpetual.

Azure DevOps Server

Availability

Product	Date Available	Program Attribute
Azure DevOps Server 2022 with SQL Server Technology	11/22	Non-Organization Wide in Open Value
Azure DevOps Server 2022 CAL (Device and User)	11/22	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Azure DevOps Server 2020 (10/20)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CALs
Included Technologies	SQL Server Technology, Windows Software Components
Notices	None

Usage Not Requiring CALs

The following uses do not require CALs; view, edit, or enter work items; access Azure DevOps Server Reporting; accessing Azure DevOps Services via a Azure DevOps Server Proxy; providing approvals to stages as part of the Release Management pipeline; and accessing Azure DevOps Server through a pooled connection from another integrated application or service.

SQL Server Technology

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

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included with the software.

Azure DevOps Server Build Services

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

Additional Software

Additional Software - Azure DevOps Server
Azure DevOps Server Build Services

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Azure DevOps Server 2022 CAL
Azure DevOps Services paid user

Additional Functionality

Test Plan

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	Yes
License Mobility	Yes (server licenses only)
Roaming Rights	None
Self Hosting	Yes
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Windows Desktop Operating System

Availability

Product	Date Available	Program Attribute
Windows Enterprise LTSC 2024 (Per Device)	10/24	Enterprise Product,Non-Organization Wide in Open Value
Windows VDA per device (SL)	7/07	Non-Organization Wide in Open Value
Windows 11 Enterprise (Per Device)	10/16	Enterprise Product,Non-Organization Wide in Open Value
Windows Enterprise LTSC 2021 (Per Device)	10/18	Enterprise Product,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Windows 10 Enterprise LTSC 2019 (10/18), Windows Embedded 8.1 Industry (4/14)

Product Conditions - General	
Product Pool	System
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	Windows 8.1 Enterprise

License Assignment for Windows Desktop Operating System Licenses

Per User License Assignment Eligibility (Excluding Virtual Desktop Access)

The Licensed User must be the Primary User of at least one device licensed with a Qualifying OS. This one device must also be the Primary User's primary work device.

Per Device License Assignment Eligibility (Excluding Virtual Desktop Access)

The Licensed Device must be licensed with a Qualifying OS, and the Qualifying OS must be installed on the Licensed Device. Per Device license assignment is permanent unless Customer has Software Assurance for that device.

Virtual Desktop Access (VDA) License Assignment Eligibility

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

Qualifying Operating Systems

Windows software acquired through a volume licensing agreement may only be installed or activated on devices licensed to run one of the qualifying operating systems (OS) below.

Qualifying OS for Per User Licenses and Virtual Desktop Access Per Device/User Licenses

Qualifying Operating Systems	Enterprise Agreement, Microsoft Products and Services Agreement, Select, Select Plus, Open Value	Microsoft Cloud Agreement and Microsoft Customer Agreement
Windows 10/11		
Enterprise, IoT Enterprise, Pro, Pro for Workstations	X	X
Education, Home		X (Academic licenses only)
Windows 8/8.1 [1]		
Enterprise, Pro, Windows Embedded 8/8.1 Pro/Industry Pro	X	

[1] Windows 7 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 7 Enterprise, Professional, Ultimate and Professional/Ultimate for Embedded Systems editions are equivalent to Windows 8 Pro edition eligibility. Windows 10 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 10 Enterprise, Professional, Education, Pro Education, and Pro for Workstations editions are equivalent to Windows 11 Pro edition eligibility.

Qualifying OS - Per Device Licenses (Excluding Virtual Desktop Access Licenses)

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

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) [1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Windows 10/11					
Enterprise, Pro, Pro for Workstations	X	X	X	X	X

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) [1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Education, Home				X (Academic licenses only)	X
Windows 8/8.1 [2]					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
Apple					
macOS [3]	X		X		X
Windows Embedded Operating Systems					
Windows 10/11 IoT Enterprise	X	X	X	X	X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business/Ultimate for Embedded Systems	X		X		X
Windows 7 Professional/Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro/Industry Pro	X	X	X		X

[1] Also applicable to Qualified Devices acquired through merger or acquisition.

[2] Windows 7 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 7 Enterprise, Professional, and Ultimate editions are equivalent to Windows 8 Pro edition eligibility. Windows 7 Home Premium, Home Basic, and Starter Edition editions are equivalent to Windows 8 edition eligibility. Windows 10 Operating Systems covered by an Extended Security Update (ESU) license are Qualifying Operating Systems during the device's active ESU coverage period. Windows 10 Enterprise, Professional, Education, Pro Education, and Pro for Workstations editions are equivalent to Windows 11 Pro edition eligibility.

[3] macOS must be preinstalled by the authorized manufacturer prior to the initial sale of the device.

Restricted Use Qualifying OS for Per Device Licenses

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)[1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows 10/11 IoT Enterprise for Retail or Thin Clients	X		X	X
Windows Embedded 8 and 8.1 Industry Retail			X	X
Windows Embedded POSReady 7 Pro			X	X
Windows Embedded for Point of Service			X	X
Windows Embedded POSReady 2009			X	X

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)[1]	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Academic and Charity
Windows Embedded POSReady 7			X	X
Windows XP Embedded			X	X
Windows Embedded Standard 7			X	X
Windows Embedded Standard 2009			X	X
Windows Embedded 8 Standard			X	X

[1] Also applicable to Qualified Devices acquired through merger or acquisition.

Restricted Use Qualifying Operating Systems

The right to use Windows software acquired through a volume licensing agreement on a device licensed with a Restricted Use Qualifying OS is limited to the specific use for which the device was designed. The device running the acquired Windows software may not be used as a general-purpose PC or as a commercially viable substitute for such a system. Acquired Windows software installed on devices licensed with a Point of Sale (POS) version of Windows Embedded must be primarily used for running a POS application.

Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

Software Assurance may not be acquired for devices licensed with Restricted Use Qualifying Operating Systems. This limitation does not apply to devices licensed with Windows 10/11 IoT for Retail or Thin Clients.

Third Party Re-imaging

Before a third party may re-image a Customer's devices, Customer must provide the third party with written documentation showing it has the requisite licenses for the installation.

Regional Fulfillment Options

Windows KN Editions

Customers located in Korea with an active volume licensing agreement or enrollment may acquire media for Windows KN editions for deployment and use in Korea. No other use is permitted.

Windows N Editions (Not with Windows Media Player)

Customers located in countries established in the European Union (EU) or European Free Trade Association (EFTA) with an active volume licensing agreement or enrollment may acquire media for Microsoft Windows N editions for deployment and use in countries in the European Union (EU) or the European Free Trade Association (EFTA). (For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

Windows Embedded 8 Standard Enterprise Kit

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

Automatic Updates

Customer authorizes Microsoft to download and install updates automatically on devices running Windows 10/11 unless they have been configured to prevent automatic updates using supported methods. All updates are licensed under the same terms as the Product to which they apply.

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software (see Additional License Terms for Online Services section below)
Down Editions	Enterprise to Pro
External User Access Requirements	None
Included Technologies	None
Notices	H.264 and/or VC-1, H.265/HEVC - refer to Notices

Additional License Terms for Online Services

Certain Windows software licenses include some Online Services which are governed by the Universal License Terms for Online Services, including but not limited to, Microsoft Defender for Endpoint, Windows Autopilot, Windows Autopatch, Windows Update for Business Reports, and Windows Update for Business deployment service.

Windows Local Use

Customer may run Windows software acquired through a volume licensing agreement as one Physical OSE locally on Licensed Devices. This local use right applies to VDA per device licenses only if the Licensed Device is also licensed with a Qualifying Operating System. Licensed Users may run Windows software acquired through a volume licensing agreement as one Physical OSE locally on devices licensed with a Qualifying Operating System.

Microsoft Entra ID Based Activation for Windows

Licensed Users using Microsoft Entra ID-based activation may activate the software in the Physical OSE on up to five concurrent devices running either Windows 10 Pro Anniversary Update or Windows 10 Enterprise Creator's Update or a later version.

Microsoft Defender for Endpoint

Eligible Licensed Users may use Microsoft Defender for Endpoint on up to five concurrent devices.

Windows Apps

Unless other terms are displayed to Customer or presented in the app's settings, Customer agrees the services that it accesses from the Windows app is governed by the Microsoft Services Agreement at http://go.microsoft.com/fwlink/?linkid=246338 or for Windows apps that access Xbox services, the Xbox.com terms of use at http://xbox.com/legal/livetou.

Windows 11 Upgrade Benefit

The following User SLs include a Windows 11 upgrade benefit (version upgrade only, edition remains the same) for device(s) licensed with Windows 8, 8.1, 10:

- Windows 11 Enterprise/Education (all)
- Microsoft 365 (all that include Windows 11 Enterprise)

Windows 11 Virtualization on Azure

Customers with Windows 11 Enterprise Per User SLs, Windows 11 Education Per User SLs, or VDA Per User SLs using Microsoft Entra ID-based activation on supported editions may install the Windows 10 Creators Update or later version software on a virtual machine running in Customer's Microsoft Azure accounts. Each Licensed User may access up to four instances of the software. Azure Government customers may use KMS activation in lieu of Microsoft Entra ID-based activation. When configuring the image(s) on Microsoft Azure, Customers must indicate their use of the multitenant hosting for Windows and adhere to other software configuration requirements available at https://docs.microsoft.com/windows/deployment/vda-subscription-activation. This section does not apply to Students receiving access to software through Student Use Benefit.

Azure Virtual Desktop for Windows

Azure Virtual Desktop for Windows

Users licensed with Microsoft 365 E3/E5/E7/G3/G5/F3/Business Premium/A3/A5/Student Use Benefit, Windows Enterprise E3/E5, Windows Education A3/A5, or Windows VDA E3/E5 may access Azure Virtual Desktop Windows virtual machines running in Customer's Microsoft Azure accounts. Azure Virtual Desktop virtual machines do not count against a user's device activation count limit.

Azure Virtual Desktop for Development and Test

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA ("Authorized Users") may access Azure Virtual Desktop Windows, and Windows Server virtual machines running in Customer's Microsoft Azure accounts for development and test purposes. Customer's end users may also access Azure Virtual Desktop Windows, and Windows Server virtual machines initiated by Authorized Users to perform acceptance tests or provide feedback.

Azure Virtual Desktop Per User Access Operating System

Universal Terms. The following Universal License Terms for all Software do not apply to the Azure Virtual Desktop per user access operating system software: Rights to Use Other Versions and Lower Editions; Software Assurance; Outsourcing Software Management.

License Model

Desktop Operating Systems

Device License

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

Adobe Flash Player

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	System
Disaster Recovery	None
License Mobility	None
Migration Rights	Product List - June 2015 (Windows Companion Subscription)
Roaming Rights	February 2016 – Product Terms
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

Software Assurance Additional Use Rights

This section (Software Assurance) applies to the following licenses.

- Windows 11 Enterprise E3/E5

- Windows 11 Enterprise per device
- Windows 11 Education E3/E5
- Windows VDA E3/E5
- Windows VDA per device

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

Windows Virtualization

Local Virtualization

Customer may run Windows software acquired through a volume licensing agreement on up to four Virtual OSEs locally on Licensed Devices. This local use right applies to VDA Per Device licenses only if the Licensed Device is also licensed with a Qualifying Operating System. Licensed Users may run Windows software acquired through a volume licensing agreement on up to four Virtual OSEs locally on devices licensed with a Qualifying Operating System. If all permitted Virtual OSEs are used Customer may use the Physical OSE only to host and manage the Virtual OSEs.

Remote Virtualization

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

10.1" Screen Device Benefit

Customer with Per User license may install Windows software acquired through a volume licensing agreement on all Windows licensed devices with integrated screens 10.1" diagonally or less.

Windows Pro SA

Customers who previously acquired SA for Windows Pro may renew SA on their covered devices without the need to buy a Windows Enterprise license.

Microsoft Desktop Optimization Pack (MDOP)

Customer may install and use management functionality in the MDOP on Customer's other devices dedicated to their use to manage software on the Licensed Device or Licensed User's Devices. Customer may also use the AGPM, DaRT and UE-V to manage software on servers within its domain, so long as the desktops within that domain are licensed for MDOP use.

MDOP Eligibility

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

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

Rights to run Clustered HPC Applications

A Licensed Device or a device used by a Licensed User may be used as a Cycle Harvesting Node to run Clustered HPC Applications, as long as the device is not used as a general purpose Server, database Server, web Server, e-mail Server, print Server or file Server, for other multi-user access purposes, or for any other similar resource sharing purpose.

Software Assurance Lapse on Perpetual Licenses

Windows Enterprise General Availability Channel must be uninstalled on any Licensed Device if Software Assurance coverage lapses. If the Licensed Device was assigned a perpetual Windows Enterprise license, Customer may install on the Licensed Device the version of Windows Enterprise Long Term Servicing Channel that is current at the time of the lapse.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

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

Windows Desktop Operating System

The Licensed User must be the Primary User of a device with either active Windows Desktop Operating System SA coverage or Windows VDA coverage.

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Windows 11 Enterprise/Education per device	Windows 11 Enterprise E3 Add-on
Windows 11 Enterprise/Education per device	Windows 11 Enterprise E5 Add-on

Windows Server

Windows Multipoint Server

Availability

Product	Date Available	Program Attribute
Windows MultiPoint Server 2016 Premium	10/16	Additional Product

Point Value Chart

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

Products	License
Windows MultiPoint Server 2016 Premium	10

Product Conditions:

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

Product Conditions - General	
Prior Version	Windows MultiPoint Server 2012 (12/12)
Product Pool	Server
Promotions	None

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
External User Access Requirements	CAL
Included Technologies	None
Notices	Internet-based Features, H.264 and/or VC-1, H.265/HEVC - refer to Notices

Running Instances of the Software

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

Access Licenses

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

Windows MultiPoint Server 2016 Connector

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

Installation Type

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

Additional Software

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

License Model

Server/CAL

Server Licenses (per Instance)

For Products under the Server/CAL License Model, customer may use one Running Instance of server software in either a Physical OSE or Virtual OSE on a Licensed Server for each License it acquires.

Subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Windows Server 2025 Remote Desktop Services CAL and Windows Server 2025 CAL
Windows Server 2025 Remote Desktop Services CAL and CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Windows Server 2025 Active Directory Rights Management Services CAL

Windows Server 2025 Rights Management Services

Additive Access License
Windows Server 2025 Active Directory Rights Management Services CAL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, also refer to Software Assurance Benefits.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	None
Migration Rights	Product Term - October 2016
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	None

Windows Server Standard, Datacenter, and Essentials

Availability

Product	Date Available	Program Attribute
Windows Server 2025 Remote Desktop Services CAL (Device and User)	11/24	Non-Organization Wide in Open Value
Windows Server 2025 Standard (2-packs of Core Licenses)	11/24	Non-Organization Wide in Open Value
Windows Server 2025 Datacenter (2-packs of Core Licenses)	11/24	Open Minimum,Non-Organization Wide in Open Value
Windows Server 2025 Datacenter (16-packs of Core Licenses)	11/24	Open Minimum,Non-Organization Wide in Open Value
Windows Server 2019 Essentials	10/18	Non-Organization Wide in Open Value
Windows Server 2025 Active Directory Rights Management Services External Connector	11/24	Open Minimum,Non-Organization Wide in Open Value
Windows Server 2025 External Connector	11/24	Open Minimum,Non-Organization Wide in Open Value
Windows Server 2025 Remote Desktop Services External Connector	11/24	Open Minimum,Non-Organization Wide in Open Value
Windows Server 2025 CAL	11/24	Non-Organization Wide in Open Value
Windows Server 2025 Active Directory Rights Management Services CAL	11/24	Non-Organization Wide in Open Value
Windows Server 2025 Standard (16-packs of Core Licenses)	11/24	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Prior Version	Windows Server 2022 (8/21)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	External Connectors
UTD Discount	None

Windows Server Premium Assurance Add-on

Customers looking for terms and conditions for Premium Assurance Add-on should refer to the January 2018 Product Terms (which may be found at https://www.aka.ms/licensingdocs)

Use Rights

Identifies the License Terms for each Software Product, including the Universal License Terms, the applicable License Model, and any Product-Specific License Terms. References in Customer's volume licensing agreement to "Use Rights" refer to the terms included in the Use Rights section of each Software Product Entry.

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	Datacenter to Standard or Essentials, Standard to Essentials (for versions 2008 R2 and prior refer to the Product Terms - September 2018)
External User Access Requirements	CALs or External Connector
Included Technologies	None
Notices	Internet-based Features, H.264 and/or VC-1, H.265/HEVC, Malware Protection - refer to Notices.

Additional Terms for Windows Server 2019 Essentials

Limitations on Use

1. At any one time, Customer may use a Running Instance of the server software in each of the Physical OSE and in one Virtual OSE.
2. Customer must run the server software within a domain where the Server's Active Directory is configured as (i) the domain controller (a single server which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationship with any other domains. If the server software is used in a Virtual OSE, the Instance in the Physical OSE may be used only to run hardware virtualization software, provide hardware virtualization services, or run software to manage and service Operating System Environment on the Licensed Server. That Instance does not need to meet the requirements in (I) through (iv) above.

Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server 2019 Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that server. It may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

Windows Server 2019 Essentials Connector

Customer may install and use the Windows Server 2019 Essentials Connector software on no more than 50 devices at any one time. It may use this software only with the server software.

Windows Server Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2025 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2025 Active Directory Rights Management Services functionality.

Windows Server Containers without Hyper-V isolation with Windows Server 2025 Standard and Datacenter

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

Windows Server Datacenter: Azure Edition

Use Restriction

Customer may use Windows Server Datacenter: Azure Edition only as an operating system for virtualization on Microsoft Azure and Azure Stack.

Additional Software

Windows Server 2025
AD Migration Tool
GBUNIECN.EXE Utility

License Model

Per Core/CAL

Server Licenses (per core)

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

Server Licenses (per core) - Licensing by Individual Virtual OSE

Available for subscription licenses or licenses with active Software Assurance only. All CALs used to access the software under this model must also be acquired as subscription licenses or have active Software Assurance.

- Customer may use the server software in one Virtual OSE on the Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Virtual Cores in the Virtual OSE, subject to a minimum of 8 Licenses per Virtual OSE.
- Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

- Except as described here and noted in the Product-Specific License Terms, all server software access requires CALs or CAL Equivalent Licenses.
- CALs are not required for access by another Licensed Server.
- CALs are not required to access server software running a Web Workload or HPC Workload.

- CALs are not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.

Specialty Servers

Server Licenses (per Instance)

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

Subscription licenses or licenses with active Software Assurance only: When licensing by Virtual OSE, Customer may reassign any of its Licenses to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Access Licenses

Client access licenses may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

Server Software Access

Base Access License
Windows Server 2025 CAL
CAL Equivalent License (refer to CAL and ML Equivalency)

**As an exception, users do not need Windows Server CALs when accessing the server software solely to sync between an Active Directory infrastructure running on Customer's Licensed Servers and Microsoft Entra ID.*

Additional Functionality Associated with Windows Server 2025 Remote Desktop Services CAL

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2025 Remote Desktop Services functionality

Additive Access License
Windows Server 2025 Remote Desktop Services CAL
Windows Server 2025 Remote Desktop Services User SL

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2025 Remote Desktop Services functionality or other technology).*

Additional Functionality Associated with Windows Server 2025 Rights Management Services CAL

Windows Server 2025 Rights Management Services

Additive Access License
Windows Server 2025 Active Directory Rights Management Services CAL
CAL Equivalent License (refer to CAL and ML Equivalency)

Additional Functionality Associated with Microsoft Identity Manager User CAL

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 User CAL
Microsoft Entra ID (P1 and P2) User SL
CAL Equivalent License (refer to CAL and ML Equivalency)

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

Synchronization Service

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

Server External User Access

Base Access License
Windows Server 2025 External Connector

Additional Functionality Associated with Windows Server 2025 Remote Desktop Services External Connector License

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2025 Remote Desktop Services functionality

Additive Access License
Windows Server 2025 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2025 Remote Desktop Services functionality or other technology).*

Additional Functionality Associated with Windows Server 2025 Rights Management Services External Connector License

Windows Server 2025 Rights Management Services

Additive Access License
Windows Server 2025 Active Directory Rights Management Services External Connector

Additional Functionality Associated with Microsoft Identity Manager External Connector License

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 External Connector

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to Software Assurance Benefits. For Subscription licenses, during the term of its subscription, Customer is additionally granted rights equivalent to the rights provided to SA customers.

Software Assurance	
SA Benefits	Server
Disaster Recovery	All editions
License Mobility	External Connector only
Migration Rights	Refer Product List - October 2013 and March 2014 (prior versions as well as HPC Pack, Windows HPC Server, Windows Server Enterprise, Windows Server HPC Edition, Windows Server for Itanium Based Systems, Windows Small Business Server); Product List - June 2015 (Forefront Identity Manager 2010 R2); Product Terms - October and December 2016
Roaming Rights	None
Self Hosting	All editions (except Essentials)
SA Equivalent Rights	None
Prerequisite (SA)	None

Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the Microsoft Azure Services Product Entry for deploying Windows Server images on Microsoft Azure.

Remote Desktop Services ("RDS") User CAL and User SL Extended Rights

Customer may use its RDS User CALs and User SLs with Windows Server software running in OSEs dedicated to its internal use on either Microsoft Azure Services or the shared or dedicated servers of a License Mobility through Software Assurance Partner for which it has completed and submitted the License Mobility verification form. Other than administrative access by Customer's License Mobility through Software Assurance Partner, no other party may access the OSE(s). For any CAL or User SL Customer has used in this manner, it may later move to Microsoft Azure Services or a new License Mobility through Software Assurance Partner, but not sooner than 90 days after it initiated use in the environment it is leaving.

Extended Security Updates

Refer to Extended Security Updates in Software Assurance Benefits for acquisition and use of Extended Security Updates.

Azure Virtual Desktop for Windows Server

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

Windows Server Annual Channel for Containers

Eligibility

Customer may only use Windows Server Annual Channel for Containers if it has Windows Server Datacenter core licenses with either an active subscription or Software Assurance.

Use Restriction

Customer may use Windows Server Annual Channel for Containers only as an operating system to host Windows Server containers in conjunction with a Certified Kubernetes product, as defined by Cloud Native Computing Foundation.

Enterprise Mobility + Security

Availability

Product	Program Attribute
Enterprise Mobility + Security E5 Add-on (User SL)	Non-Organization Wide in Open Value
Enterprise Mobility + Security E3 (User SL)	Non-Organization Wide in Open Value
Enterprise Mobility + Security E3 Add-on (User SL)	Non-Organization Wide in Open Value
Enterprise Mobility + Security E5 (User SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms

3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

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

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Core CAL Suite	Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

Microsoft 365

Availability

Product	Program Attribute
Microsoft 365 Business Basic (User SL)	Open Minimum,Non-Organization Wide in Open Value
Microsoft 365 Business Standard (User SL)	Open Minimum,Non-Organization Wide in Open Value
Microsoft Entra ID Governance P2	
Microsoft Entra ID Governance (User SL)	

**May not be available in all sales channels and geos. May require engaging with a Microsoft representative to place an order.*

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None
Frontline Worker Licenses	Microsoft 365 F1/F3 (no Teams); Microsoft 365 F1/F3; Microsoft 365 F1/F3 EEA; Microsoft Purview Suite FLW; 10-Year Audit Log Retention FLW; Entra ID Governance Frontline Worker; Microsoft 365 F5 eDiscovery and Audit; Microsoft 365 F5 Information Protection and Governance; Microsoft 365 F5 Insider Risk Management; Microsoft Defender Suite FLW; Microsoft Defender + Purview Suite FLW; Microsoft Defender Vulnerability Management FLW; Microsoft Entra ID Governance Step-Up for Microsoft Entra ID F2 for Frontline Worker; Microsoft Entra Internet Access FLW; Microsoft Entra Private Access FLW; Microsoft Entra Suite Add-on for Microsoft Entra ID F2 for FLW; Microsoft Entra Suite FLW

Product Conditions - Program Specific	
Qualified User Exemption	F only

Applicable License Terms

Microsoft 365 is governed by the License Terms of the individual products and services comprising Microsoft 365, as modified by the License Terms in this Microsoft 365 Product Entry.

Microsoft 365 Components

- For Microsoft 365 E3 the components include Office 365 E3, Enterprise Mobility + Security E3, and Windows 11 Enterprise E3 Per User.

- For Microsoft 365 E5 the components include Office 365 E5, Enterprise Mobility + Security E5, Windows 11 Enterprise E5 Per User.
- For Microsoft 365 E7 the components include Office 365 E5, Enterprise Mobility + Security E5, Windows 11 Enterprise E5 Per User, Microsoft 365 Copilot, Microsoft Agent 365, and Microsoft Entra Suite.
- For Microsoft 365 A3 the components include Office 365 A3, Enterprise Mobility + Security A3, Windows 11 Education A3, and Minecraft: Education Edition.
- For Microsoft 365 A5 the components include Office 365 A5, Enterprise Mobility + Security A5, Windows 11 Education A5, and Minecraft: Education Edition.
- For Microsoft 365 F3 the components include Office 365 F3, Enterprise Mobility + Security E3, and Windows 11 Enterprise E3.
- For Microsoft 365 F1 the components include Enterprise Mobility + Security E3 and limited Office services.
- For Microsoft 365 E3/Education A3 - Unattended License the components include Office 365 E3/A3, Enterprise Mobility + Security E3/A3 and Windows 11 Enterprise E3/A3.

License Assignment and Windows Use Rights

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

- Licensed Users are not required to be the Primary User of any device.
- Licensed Users may only run Windows Enterprise locally on devices with a Qualifying Operating System.

Windows Use Rights for Microsoft 365 F3

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

- Rights to use Windows Enterprise LTSC do not apply.
- Rights to install and use MDOP do not apply.

Smartphone and Tablet Devices

Each Microsoft 365 F3 user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.9" diagonally or less.

Microsoft 365 F1 User Mailbox Use Rights

M365 F1 does not include rights to an Exchange mailbox. In order to enable a full Teams experience, M365 F1 licenses may come with the Exchange Online K1 service plan enabled. Although the Exchange Online K1 service plan will provision a mailbox for the user, M365 F1 users are not entitled to use the mailbox. We recommend that you disable Outlook on the web via these steps (https://docs.microsoft.com/exchange/recipients-in-exchange-online/manage-user-mailboxes/enable-or-disable-outlook-web-app) except for use with Microsoft Bookings (https://learn.microsoft.com/microsoft-365/bookings/bookings-overview) and ask your users not to access the Exchange mailbox via any other methods.

Microsoft 365 Copilot and Microsoft 365 Copilot Chat

Data Handling

These Products enable sharing of data, including Customer Data, with other Products as described in product documentation. If Customer shares data with another Product, the data is subject to the Product Terms applicable to that Product.

Query Data

If permitted by Customer, users may elect to use web query functionality optionally available through Bing as a connected service subject to the "Bing" terms of use set forth in the Universal Terms for Online Services. Notwithstanding the foregoing, any terms applicable to the web query functionality, queries, or other data (including any Personal Data) ("Query Data") sent from Entra ID-authenticated use of Microsoft 365 Copilot and Microsoft 365 Copilot Chat to Bing are subject to the following terms:

37. Microsoft has no rights in Query Data other than as needed to provide the services,
38. Query Data is not used to improve Bing,
39. Query Data is not used to create advertising profiles or track user behavior,

40. Query Data is not shared with advertisers or otherwise beyond Microsoft and its contracted suppliers who are subject to terms no less protective than these provisions,
41. Query Data is not used to train generative AI foundation models, and
42. Query Data is treated as Customer confidential information and protected by appropriate technical and organizational measures and as Customer Data for any limitation of liability in Customer's volume licensing agreement.

Extended Use Rights for Microsoft 365 E3/E5/E7

Office Servers

Each Licensed User assigned a Microsoft 365 E3/E5/E7 User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 E3/E5/E7 User SL or External Users.

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

Office Professional Plus

Microsoft 365 User SLs acquired in MPSA

For each Licensed User with a device covered with Software Assurance for Office Professional Plus to whom Customer assigns a Microsoft 365 User SL, Customer may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription.

Microsoft 365 EEA (no Teams) and Microsoft Teams EEA

Customers in European Economic Area (EEA) countries and Switzerland may acquire and use Microsoft 365 EEA (no Teams) and Microsoft Teams EEA Licenses. Licensing terms for equivalent suites that include Microsoft Teams are applicable to EEA suites.

Microsoft 365 (no Teams) and Microsoft Teams Enterprise

Customers not in European Economic Area (EEA) countries and Switzerland may acquire and use Microsoft 365 (no Teams) and Microsoft Teams Enterprise Licenses. Licensing terms for equivalent suites that include Microsoft Teams are applicable to suites without Microsoft Teams.

License Prerequisites

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

License	Prerequisite License(s)
10-Year Audit Log Retention	Microsoft 365 E5/E7/A5; Microsoft Purview Suite/Edu; Microsoft 365 E5/E7/A5 eDiscovery and Audit; Office 365 E5/A5
10-Year Audit Log Retention FLW	Microsoft Purview Suite FLW; Microsoft Defender + Purview Suite FLW; Microsoft 365 F5 eDiscovery and Audit
Career Coach	Office 365 A1/A3/A5; Microsoft 365 A3/A5
Clipchamp Premium Add-on	Microsoft 365 E3/E5/E7; Business Standard/Business Premium
Entra ID Governance (User SL)	Microsoft Entra ID P1; Microsoft 365 E3/E5/E7/A3/A5/G3/G5; Microsoft 365 F1/F3; Enterprise Mobility + Security E3/E5; Microsoft Business Premium
Entra ID Governance Frontline Worker (User SL)	Microsoft 365 F1/F3
Entra ID Governance P2	Microsoft Entra ID P2; Microsoft 365 E5/E7/A5/G5; Microsoft Defender Suite; Microsoft Defender Suite FLW; Microsoft Defender + Purview Suite FLW; Enterprise Mobility + Security E5
Microsoft Entra ID Governance Step-Up for Microsoft Entra ID F2 for Frontline Worker (User SL)	Microsoft Entra ID F2; Microsoft Defender Suite FLW; Microsoft Defender + Purview Suite FLW

License	Prerequisite License(s)
Insider Risk Management Forensic Evidence Add-on	Microsoft 365 E5/E7/G5; Microsoft Purview Suite; Microsoft Purview Suite Gov; Microsoft 365 E5/G5 Insider Risk Management
Microsoft 365 Advanced Data Residency	Any Microsoft 365 Plan; Office 365 suite; Exchange Online plan; OneDrive; SharePoint Online plan
Microsoft 365 Cross-tenant User Data Migration	Microsoft 365 F3/A1/E3/A3/E5/E7/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online plan; OneDrive; SharePoint Online plan
Microsoft 365 E5/A5 Information Protection and Governance	Microsoft 365 Business Premium/F1/F3/E3/A3, or Any one of the following**:** Microsoft 365 Business Basic/Business Standard; Office 365 F3/E1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive **and** Enterprise Mobility + Security
Microsoft Purview Suite (including Gov/Edu)	Microsoft 365 E3/A3/G3; Office 365 E3/A3/G3 **and** Enterprise Mobility + Security E3/A3/G3
Microsoft Purview Suite Edu - Student Use Benefit Add-on	M365 A5 Student Use Benefit, M365 A5 Unified Edu Sub Student Use Benefit Per User
Microsoft 365 A5 eDiscovery and Audit - Student Use Benefit Add-on	
Microsoft 365 A5 Information Protection and Governance - Student Use Benefit Add-on	
Microsoft 365 A5 Insider Risk Management - Student Use Benefit Add-on	
Microsoft 365 E5/E7/A5/G5 eDiscovery and Audit	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/F3/E3/A3; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online plan; OneDrive; SharePoint Online plan
Microsoft 365 E5/E7/A5/G5 Insider Risk Management	
Microsoft Defender for Endpoint P2 Add On for Microsoft 365 E3	Microsoft 365 E3
Microsoft Defender Suite	Microsoft 365 E3; Office 365 E3 **and** Enterprise Mobility + Security E3;
Microsoft Defender Suite Edu/Gov	Microsoft 365 A3/G3; Office 365 A3/G3 **and** Enterprise Mobility + Security A3/G3
Microsoft Purview Suite FLW	Microsoft 365 F1/F3; Office 365 F3 **and** Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 eDiscovery and Audit	
Microsoft 365 F5 Information Protection and Governance	
Microsoft 365 F5 Insider Risk Management	
Microsoft Defender Suite FLW	
Microsoft Defender + Purview Suite FLW	
Microsoft 365 Copilot	Microsoft 365 Apps for business/Apps for enterprise/Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/E7/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive; Microsoft Clipchamp; Microsoft Teams EEA/Enterprise/Essentials; Planner Plan 1; Project Online; Visio Online
Microsoft 365 Copilot for Business	Microsoft 365 Business Basic/Business Standard/Business Premium, Microsoft 365 Apps for business, Teams Essentials
Microsoft 365 Copilot for Sales	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A1/A3/E5/E7/A5; Office 365 F3/E1/E3/A1/A3/E5/A5
Microsoft 365 Copilot for Services	
Microsoft Defender for IoT - EIoT Device License - add-on	Microsoft 365 A5/E5/E7; Microsoft Defender Suite / Edu / FLW; Microsoft Defender Suite + Purview Suite FLW; Microsoft Defender for Endpoint P2; Windows 10/11 Enterprise A5/E5
Microsoft Defender Suite for Business Premium	Microsoft 365 Business Premium

License	Prerequisite License(s)
Microsoft Purview Suite for Business Premium	
Microsoft Defender and Purview Suites for Business Premium	
Microsoft Defender Vulnerability Management Add-on	Microsoft 365 A5/E5/E7; Microsoft Defender Suite / Edu / FLW; Microsoft Defender + Purview Suite FLW; Microsoft Defender for Endpoint P2; Windows 10/11 Enterprise A5/E5
Microsoft Defender Vulnerability Management Add-On to Microsoft Defender for Endpoint for servers	Microsoft Defender for Endpoint for servers
Microsoft Entra P2 Add On for Microsoft 365 E3	Microsoft 365 E3
Microsoft Entra Internet Access	Microsoft Entra ID P1; Microsoft 365 E3/A3/G3; Microsoft 365 Enterprise Mobility & Security E3/A3/G3; Microsoft 365 Business Premium
Microsoft Entra Private Access	
Microsoft Entra Suite	
Microsoft Entra Internet Access FLW	Microsoft 365 F1/F3
Microsoft Entra Private Access FLW	
Microsoft Entra Suite Add-on for Microsoft Entra ID P2	Microsoft Entra ID P2; Microsoft 365 E5/E7/A5; Microsoft Defender Suite; Microsoft Defender + Purview Suite FLW
Microsoft Entra Suite FLW	Microsoft 365 F1/F3
Microsoft Entra Suite Add-on for Microsoft Entra ID F2 for FLW	Microsoft Entra ID F2; Microsoft Defender Suite FLW; Microsoft 365 F5 Security & Compliance
Microsoft Managed Desktop	Microsoft 365 E5/E7; Microsoft 365 E3 **and** Microsoft Defender for Endpoint Plan 2 per user
Microsoft Viva	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/E7/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Employee Communications and Communities	
Microsoft Viva Insights	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online
Microsoft Viva Learning	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/E7/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Pulse	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/E5/E7; Office 365 F3/E1/E3/E5; Microsoft Teams Essentials; Microsoft Teams Enterprise; Microsoft Teams EEA
Microsoft Viva Workplace Analytics and Employee Feedback	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/E7/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Premium Assessment	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/E7/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online
Priva	Microsoft 365 A3/E3/G3/A5/E5/E7/G5; Office 365 A1/E1/G1/A3/E3/G3/A5/E5/G5
Python in Excel add-on	Microsoft 365 Apps for business/Apps for enterprise/Business Standard /Business Premium/E3/E5/E7; Office 365 E3/E5
Remote Network Bandwidth	Microsoft Entra ID P1; Microsoft 365 E3/A3; Microsoft 365 Enterprise Mobility & Security E3/A3; Microsoft 365 Business Premium; Microsoft Entra Internet Access; Microsoft Entra Suite
SharePoint Advanced Management	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/G3/E5/E7/A5/G5; Office 365 F3/E1/A1/E3/A3/G3/E5/A5/G5; SharePoint Online
VDA Add-on for M365 E3/E5/E7	Microsoft 365 E3/E5/E7

Service Specific Terms

Customers may deploy eligible products on Amazon WorkSpaces. See Amazon WorkSpaces Deployments for more information.

Microsoft 365 - Unattended License

Definitions

"Robotic Process Automation", otherwise known as "RPA" or "bots" means an application, or any set of applications used to capture data and manipulate applications to perform repetitive tasks. Bots operate upon any UI element of Windows within an OSE and/or operates upon any Office application in any OSE.

"Unattended Bot" - Any bot that does not strictly conform to the definition of "Attended Bot" shall be considered an "Unattended Bot."

"Attended Bot" - An Attended Bot assists a person to execute automation on the person's local and/or remote workstations. It operates concurrently with the person on the same workstation/s to accomplish repetitive tasks and is triggered by explicit actions of that person.

Assignment and Use Rights

- Customer may assign a Microsoft 365 A3/E3 - Unattended License to an Unattended bot running on either of the following:
  - Hardware dedicated to Customer's use (subject to the Outsourcing Software Management Clause).
  - A virtual machine on Azure (including Azure Virtual Desktop).
  - Windows 365 Enterprise.
- There is no Qualifying OS requirement for the Microsoft 365 A3/E3 suite.
- Each Microsoft 365 A3/E3 - Unattended License allows the use of the M365 A3/E3 suite in only a single unique physical or virtual OSE for Robotic Process Automation.
- Each Microsoft 365 A3/E3 - Unattended License is allowed a single unique instance of Microsoft 365 Apps for enterprise.
- License reassignment for bots follow the same rules for users and devices as if the bot is a user. (See License Assignment and Reassignment)

Use Limitation

- Unattended Bots may not create or replicate activities or workflows on behalf of an unlicensed user or device. (See Multiplexing)
- Microsoft reserves the right to restrict or disable Microsoft API calls with reasonable notice, due to unreasonable amount of bandwidth, adversely impacting the stability of Microsoft API's, or adversely affecting the behavior of other apps.
- Customer may not use and may not permit any third party to use data, logs, recordings, or other output generated through Robotic Process Automation or bots to develop, train, improve, replicate product functionality, or fine tune machine learning or artificial intelligence algorithms or models.

Microsoft Defender External Attack Surface Management

Use Rights and Conditions for Use

Customer may use Microsoft Defender External Attack Surface Management (EASM) solely for Customer's internal use of defending its and its affiliates' assets. The EASM data and reports include material that is confidential and proprietary to Microsoft and Customer must keep that material confidential and may not disclose it to any third party.

Microsoft Defender Threat Intelligence

Use Rights and Conditions for Use

Microsoft Defender Threat Intelligence (MDTI) is for Customer's and its affiliates' internal use only. For example, Customer may not commercially exploit or make available to any third party MDTI or any of its output or reports based on that output. The MDTI data and reports include material that is confidential and proprietary to Microsoft. The compilation of MDTI data and reports is Microsoft's valuable trade secret. Customer must keep the MDTI data and reports confidential and may not disclose it to any third party.

Microsoft Defender for Business

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Business with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Eligible Licensed Users may use Microsoft Defender for Business on up to five concurrent devices. Customer may not use a Microsoft Defender for Business User SL with server OSEs.

Additional Product Terms available under Microsoft Defender for Business servers.

Microsoft Defender for IoT - Enterprise IoT (EIoT) capabilities

Microsoft 365 E5/E7 or Microsoft Defender Suite customer is entitled to cover up to five concurrent IoT Devices in the context of business operations (EIoT) for each Microsoft 365 E5/E7 or Microsoft Defender Suite License. For any additional EIoT device coverage, the customer must purchase one Microsoft Defender for IoT - EIoT Device License - add-on license per additional EIoT device.

Microsoft Defender Vulnerability Management

Eligible Licensed Users may use Microsoft Defender Vulnerability Management or Microsoft Defender Vulnerability Management Add-on on up to five concurrent devices. Customer may not use Microsoft Defender Vulnerability Management or Microsoft Defender Vulnerability Management Add-On User SLs with server OSEs.

Microsoft Managed Desktop

Managed Service

Microsoft Managed Desktop includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to Professional Services).

Viva Glint

Viva Glint includes an Online Services component and a Supplemental Professional Services (as defined in the DPA) component. Viva Glint Supplemental Professional Services are subject to the Professional Services terms and the Supplemental Professional Services terms in the DPA. Delivery of Viva Glint Supplemental Professional Services requires Microsoft to store, process, and access Professional Services Data (as defined in the DPA).

Users may access non-Microsoft third-party content through Viva Glint. Third-party content and any associated services are subject to the content provider's privacy and service terms.

Definitions

Qualified Customers means Customers that had an active subscription for Legacy Glint Services within 120 calendar days prior to purchasing Viva Glint.

Eligible Users means users who have an active license for Viva Glint.

Legacy Glint Services means Glint Engage, Glint Engage and Lifecycle, and Glint People Success as set forth in Customer's most recently active LinkedIn Order Form(s), as defined at https://www.linkedin.com/legal/l/lsa.

Entitlement Term means the period from Qualified Customer's purchase of Viva Glint until the earliest of: 1) migration of Qualified Customer's data from Legacy Glint Services to Viva Glint; 2) the date that Qualified Customer declines migration of its data from Legacy Glint Services to Viva Glint; or 3) termination of Qualified Customer's Viva Glint enrollment or volume licensing agreement.

Microsoft Security Copilot Inclusion in Microsoft 365 E5/E7

Security Copilot Security Compute Units in Microsoft 365 E5/E7

Each Microsoft 365 E5/E7 subscription includes Security Copilot, with a monthly allocation of Security Compute Units (SCUs). [Learn more]

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

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

Microsoft 365

Qualifying License	Cloud Add-on to SA User SL(s)
Windows 11 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus	Microsoft 365 E3 Add-on (User SL)
Windows 11 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus	Microsoft 365 E5 Add-on (User SL)
Office 365 E1/E3	Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)

Microsoft Azure

Availability

Product	Program Attribute
Microsoft Azure Services	Additional Product
Microsoft Entra ID P1 (User SL)	Non-Organization Wide in Open Value
Microsoft Defender for Identity Client Management License Add-on (User SL)	Non-Organization Wide in Open Value
Microsoft Entra ID P2 (User SL)	Non-Organization Wide in Open Value
Microsoft Defender for Identity (User SL)	Non-Organization Wide in Open Value

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

Product Conditions:

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

Microsoft Azure	
Terms of Service	Universal License Terms for Online Services (For Azure Virtual Desktop per user access, Windows operating system is governed by the Universal License Terms for all Software and includes specific terms in Windows Desktop Operating System terms). Azure Kubernetes Service Edge Essentials is governed by the Universal License Terms for all Software.
Product Pool	Server
Promotions	None
Frontline Worker Licenses	Microsoft Defender for Identity F1; Microsoft Entra ID F2

Product Conditions - Program Specific	
Qualified User Exemption	None
UTD Discount	None

Product Categories

This table highlights which Azure products fall under the categories of Microsoft Azure User Plans, Microsoft Azure Support Plans, and Microsoft Azure Services:

Product Category	Product
Microsoft Azure User Plans	Microsoft Entra ID Plan 1, 2 & F2 (User SL), Microsoft Defender for Identity & F1 (User SL), Microsoft Defender for Identity Client Management License Add-on (User SL)

Product Category	Product
Microsoft Azure Support Plans	Azure Active Professional Direct Support, Azure Active Standard Support, Microsoft Azure StorSimple Premium & Standard Support, Microsoft Azure StorSimple Standard Support to Premium Support
Microsoft Azure Services	Azure SQL Edge (per Device), Microsoft Translator API, Microsoft Azure Services

Microsoft Azure Services Plans

If subscribed to by Customer as a Microsoft Azure Services Plan, individual Microsoft Azure Services may have different program availability or be subject to different terms. Other than Azure Stack Hub, Services purchased as a Microsoft Azure Services Plan are not eligible for the Azure Customer Solution clause in the General Service Terms for Azure.

Open Value and Open Value Subscription Programs

Definitions

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

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

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

Subscription Term

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

Purchasing Microsoft Azure Services

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

Azure prepayment: Customer will have access to its entire Azure prepayment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its Azure prepayment on an annual basis, Customer will have access to an Allocated Annual prepayment each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused Azure prepayment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual prepayment will be forfeited on the following Enrollment anniversary date. Customer may contact Microsoft or Customer's reseller about increasing its Azure prepayment or reducing its Allocated Annual prepayment for any future Enrollment anniversary. Customer's reseller (if any) must process reductions with Microsoft prior to the next anniversary.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.

Microsoft Azure Services Plan: Customer may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.

Automatic Provisioning: As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without an Azure prepayment.

Azure reservations: Azure reservations are purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure reservations expire at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused Azure reservations. Using Azure commitment tiers, Customers pay upfront monthly for connected containers and Azure usage. Overage will be invoiced when usage exceeds the commitment tier limit. For disconnected containers, Azure commitment tier payments are made upfront yearly, except for disconnected container proof of concept (POC) SKUs, which have a one month prorated price. Customers can renew the POC license automatically up to two times, allowing for three months of total usage of a POC SKU.

Azure compute savings plan: Azure compute savings plan is purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). Azure compute savings plan expires at the end of the specified term.

Customer will not be refunded payment (paid or scheduled) for unused Azure compute savings plan. Azure compute savings plans are noncancellable. Customer will owe the amount charged for the plan for the duration of the selected term, even if the Agreement is terminated. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure compute savings plan.

Azure Capacity Blocks: Azure Capacity Blocks allow Customers to purchase a fixed duration block of capacity for a specific Microsoft Azure resource in a specified region, with a scheduled start date in the future. Azure Capacity Blocks are offered for durations ranging from one day up to six months, as determined by Microsoft. Azure Capacity Blocks are paid for the full amount upfront at the time the purchase request is accepted. Except as expressly stated by Microsoft, Azure Capacity Blocks are noncancellable and nonrefundable, and Customers will not receive a refund or credit for any unused portion of a Azure Capacity Block. During the applicable Azure Capacity Block term, Microsoft will make the specified capacity available to the Customer for use. Azure Capacity Blocks expire at the end of the specified term. Once the Azure Capacity Block term ends, Customer will be evicted from the applicable capacity, and Microsoft will stop Customer's use of the applicable Microsoft Azure Services.

Pricing

Microsoft may offer lower prices to Customer (or Customer's reseller) for individual Microsoft Azure Services during Customer's Enrollment term on a permanent or temporary (promotional) basis. Fixed pricing does not apply to promotions and previews.

Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure reservations, Azure spot, or Azure Communication Services. Customer can refer to the Azure portal for current pricing including adjustments for FX rates.

Azure Spot: Customer can refer to the Azure portal for pricing adjustments. Customer's access to a given Azure Spot virtual machine is temporary and may be interrupted at any time. Customer may elect to be notified immediately prior to workload interruption.

Payment and Fees

This table highlights which Azure Product categories are eligible for the Payment and Fees options below. Please reference the Product Category table above for eligible products.

Payment and Fees options	Eligible Products*
1. Using Azure prepayment	Microsoft Azure Services
2. Invoicing Azure prepayment	Microsoft Azure Services
3. Invoicing Azure prepayment overage	Microsoft Azure Services
4. Consumption Invoicing	Microsoft Azure Services
5. Azure Services Plan Invoice	Microsoft Azure Support Plans, Microsoft Azure User Plans
6. Azure reservations	Microsoft Azure Services
7. Azure compute savings plan	Microsoft Azure Services
8. Azure Capacity Blocks	Microsoft Azure Services

*Some Products may not be eligible for certain Payment and Fees scenarios. Please refer to the Azure Portal or Pricing Calculator (https://azure.microsoft.com/pricing/calculator/) for more information on availability.

- **Using Azure prepayment**: Each month, Microsoft will deduct from Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's Azure prepayment (or Allocated Annual prepayment, if applicable) balance has been exhausted, any additional usage will be invoiced at Consumption Rates (as described below).
- **Invoicing Azure prepayment:** If Customer elects the Fully Prepaid Option, Azure prepayment will be invoiced immediately. If Customers elects the Annually Prepaid Option, the first Allocated Annual prepayment will be invoiced immediately, and future Allocated Annual prepayments will be invoiced on the anniversary of the Enrollment effective date.
- **Invoicing Azure prepayment overage**: If Customer's usage is higher than either its Azure prepayment under the Fully Prepaid Option or its Allocated Annual prepayment under the Annually Prepaid Option, such excess will be invoiced at Consumption Rates to Customer (or its reseller) at the end of each Enrollment month.
- **Consumption invoicing**: If Customer provisions Microsoft Azure Services without a Azure prepayment, it (or its reseller) will be invoiced monthly at Consumption Rates. All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to Customer (or its reseller) at then-current Consumption Rates on a monthly basis.
- **Azure Services Plan invoice**: The purchase of a Microsoft Azure Services Plan will be invoiced to Customer (or its reseller) either on an upfront or annual basis, according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. Azure prepayment cannot be applied to the purchase of a Microsoft Azure Services Plan; provided, however, that if a Microsoft Azure Services Plan includes the purchase of an initial quantity of a service ("Initial

Quantity"), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer's Azure prepayment can be applied to such usage.

- **Azure reservations**: The purchase of Azure reservations will be deducted automatically from any available Azure prepayment. If Customer has used all of its Azure prepayment or if the cost of Azure reservations exceeds the available Azure prepayment balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. Azure reservations Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure reserved instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure reserved instances for software do not include the cost of compute.
- Azure compute savings plan: The purchase of Azure compute savings plan will be deducted automatically from any available Azure prepayment. If Customer has used all of its Azure prepayment or if the cost of Azure compute savings plan exceeds the available Azure prepayment balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. Azure compute savings plan Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure compute savings plan covers compute only (the base rate) and does not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up.
- **Azure Capacity Blocks:** Charges for Azure Capacity Blocks are invoiced in full at the time the purchase request is accepted. A purchase request is accepted when Microsoft confirms the order (including by sending an order confirmation or otherwise making the Azure Capacity Block available in the applicable purchasing experience). Unless otherwise stated by Microsoft, Azure prepayment may not be applied to the purchase of Azure Capacity Blocks. Azure Capacity Blocks are nonrefundable, and Customers will not receive a refund or credit for unused capacity or for any unused portion of a Azure Capacity Block, after it has been successfully created and paid for. Charges for Azure Capacity Blocks apply only to the applicable block term. At the end of the Azure Capacity Block term, Customer must release the applicable capacity. Upon expiration of an Azure Capacity Block, Customer will be evicted from the applicable capacity, and Microsoft will stop or suspend Customer's use of the applicable Microsoft Azure Services.

Five Year Reservations for Azure VMs

As an exception to the general terms for Azure reservations, we offer five year Azure reservation terms for select VM families. The early termination fee for a five-year Azure reservation is 35%. Microsoft reserves the right during a five-year Azure reservation to move Customer to a newer version of the HB series for reasons including, but not limited to, unavailability of parts for maintenance or lack of support from the hardware vendor. In such cases, the new version and hardware configuration will provide at least the same level of performance.

Azure Reservation Options

The following options apply to Azure reservations Customer has purchased.

1. **Exchange**: is an option that allows Customer to apply the monetary value of a remaining Azure reservation term to the purchase of one or more new Azure reservations of equal or greater monetary value for the same service.
2. **Cancel**: is an option that allows Customer to receive a prorated refund based on a remaining Azure reservation term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently $50,000 per year).

Windows Server Datacenter: Azure Edition

Use Restriction

Customer may use Windows Server Datacenter: Azure Edition only as an operating system for virtualization on Microsoft Azure and Azure Stack.

Azure Hybrid Benefit

Microsoft Azure Hybrid Benefit for Windows Server

Customer may use the Microsoft Azure Hybrid Benefit in its own Microsoft Azure account. Customer may use Standard or Datacenter software. The following Windows Server licenses with an active subscription or Software Assurance are eligible for the Microsoft Azure Hybrid Benefit:

- Windows Server Standard/Datacenter core licenses
- Windows Server Standard/Datacenter processor licenses
    - Each processor license is equivalent to 16 core licenses.

License Allocation for VM Licensing

- Customer must allocate enough eligible core licenses to cover all Virtual Cores on the VM(s) that are running.
- The minimum number of core licenses required per VM is 8.

License Allocation for Dedicated Host Licensing (Datacenter only)

- Customer must allocate enough Windows Server Datacenter core licenses to cover all Physical Cores available to Customer on a Dedicated Host.
- Customer may run unlimited Virtual Machines on that host/cluster.

Azure Migration Allowance

Aside from the migration allowances below, once licenses are allocated to Azure, Customer may not use them anywhere else. After at least 90 days have passed, Customer may elect to stop using them for the Azure Hybrid Benefit.

- **VM Licensing**
  - Windows Server Standard: When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.
  - Windows Server Datacenter: When migrating workloads to Azure, Customer may also continue to use its licensed software on devices indefinitely.
- **Dedicated Host Licensing**
  - When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.

Microsoft Azure Hybrid Benefit for SQL Server

Customer may use the Microsoft Azure Hybrid Benefit in its own Microsoft Azure account. The Qualified Licenses in the table below may be used for the Microsoft Azure Data Service in the specified ratios.

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

[1]*Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database.*

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

Azure Migration Allowance

Aside from the migration allowance below, once licenses are allocated to Azure, Customer may not use them anywhere else. After at least 90 days have passed, Customer may elect to stop using them for the Azure Hybrid Benefit.

- When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.

Fail-over Rights for SQL Server Standard/Enterprise Virtual Machines

When allocating SQL Server Licenses for use under the Azure Hybrid Benefit for SQL Server, Customer is entitled to the respective fail-over rights for the Azure service in use (see Service Specific Terms below).

SQL Server Enterprise Core Unlimited Virtualization Rights

Customer may alternatively allocate enough SQL Server Enterprise core licenses to cover all Physical Cores available to Customer on an Azure Dedicated Host and run unlimited Virtual Machines on that host.

Limited Hosting Rights for SQL Managed Instance enabled by Azure Arc

When using the Azure Hybrid Benefit, paragraph 3 of the Service Specific terms for SQL Managed Instance enabled by Azure Arc does not apply. Customer is entitled only to run its SQL Managed Instance enabled by Azure Arc containers on Microsoft Azure, its own Servers, or Servers under the day-to-day management and control of Authorized Outsourcers, regardless of whether those Servers are dedicated to Customer or not.

Azure Virtual Desktop

Azure Virtual Desktop Conditions

The Azure Virtual Desktop control plane may only be used to manage Azure Virtual Desktop VMs running on Azure. Windows Enterprise multi-session is limited for use on Azure Virtual Desktop VMs running on Azure only.

Azure Virtual Desktop for Windows

Users licensed with Microsoft 365 E3/E5/E7/G3/G5/F3/Business Premium/A3/A5/Student Use Benefit, Windows Enterprise E3/E5, Windows Education A3/A5, or Windows VDA E3/E5 may access Azure Virtual Desktop Windows virtual machines running in Customer's Microsoft Azure accounts. Azure Virtual Desktop virtual machines do not count against a user's device activation count limit.

Azure Virtual Desktop for Windows Server

Users licensed with RDS User CALs with SA or RDS User Subscription Licenses or using devices licensed with RDS Device CALs with SA may access Azure Virtual Desktop Windows Server virtual machines running in Customer's Microsoft Azure accounts.

Azure Virtual Desktop for Development and Test

Users licensed with Visual Studio subscriptions and MSDN Platforms with active SA ("Authorized Users") may access Azure Virtual Desktop Windows, and Windows Server virtual machines running in Customer's Microsoft Azure accounts for development and test purposes. Customer's end users may also access Azure Virtual Desktop Windows, and Windows Server virtual machines initiated by Authorized Users to perform acceptance tests or provide feedback.

Azure Dev/Test Pricing

Customer may be eligible for Azure dev/test pricing for Azure Services accessed by (i) its Qualified Licensed Users solely for development and test purposes, and (ii) its users performing acceptance tests and providing feedback related to those development and test activities. "Qualified Licensed Users" means users allocated Visual Studio subscriptions or MSDN Platform subscriptions with active Software Assurance. See Azure.com (https://azure.microsoft.com/pricing/dev-test/) for eligibility criteria and applicable services.

General Service Terms

Restriction on U.S. Police Department Use of Azure Facial Recognition Services

Customer may not use Azure Facial Recognition Services if Customer is, or is allowing use of such services by or for, a police department in the United States. Violation of any of the restrictions in this section may result in immediate suspension of Customer's use of the service.

Notices

The Communication Services, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, and VC-1 Video Standard in Notices apply. Any deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services).

Service Level Agreement

Refer to http://azure.microsoft.com/support/legal/sla/.

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., Microsoft Entra ID). 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.

Azure Customer Solution

Use Rights and Conditions for Use

Customer may create and maintain a Customer Solution. Despite anything to the contrary in Customer's licensing agreement, Customer may permit third parties to access and use the Microsoft Azure Services solely in connection with the use of that Customer Solution.

Customer is responsible for: (1) ensuring that third parties who access, use or distribute the Customer Solution comply with these terms, the terms and conditions of Customer's licensing agreement, and all applicable laws; and (2) obtaining any necessary licenses related to Standards in a Customer Solution. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Microsoft has no defense obligation or liability for any infringement claim for patents alleged to be infringed by the implementation of any Standards in a Customer Solution.

Use of Software within Microsoft Azure

For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to http://azure.microsoft.com/en-us/regions.

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.

Marketplace

Microsoft Azure enables Customer to access or purchase products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at https://learn.microsoft.com/legal/marketplace/marketplace-terms.

Bing Search Services

By using the Bing Search Services, Customer agrees to be bound by the terms available at https://www.microsoft.com/en-us/bing/apis/legal and https://learn.microsoft.com/en-us/bing/search-apis/bing-web-search/use-display-requirements which may be updated from time to time. Customer must use results it obtains from the Bing Search Services only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results.

Service Specific Terms

Subscription License Suites

In addition to User SLs, refer to Subscription License Suites for other SLs that fulfill requirements for Microsoft Entra ID, Microsoft Defender for Identity, and Microsoft Intune.

API Terms for Security Applications and Compliance Applications

"**Compliance Application**" means a software program or service built exclusively to ensure that an organization is complying with their security-related requirements.

"**Security Application**" means a software program or service built exclusively to protect and defend the information and technology assets of an enterprise.

"**End User**" refers to the end-user of the Security Application or Compliance Application.

"**Customer**" refers to the registered owner of the Azure subscription where the Security Application or Compliance Application is registered with Microsoft Entra ID.

The following terms and conditions apply to **Microsoft Purview eDiscovery APIs in Microsoft Graph**:

- The End User must have one of the following Microsoft 365 E5/E7 eligible licenses: Microsoft 365 E5/A5/G5/E7, Microsoft Purview Suite, or Microsoft 365 E5 eDiscovery & Audit.
- Microsoft will bill Customer for all commercial consumption of the data generated in the review set that exceeds the included monthly seeded allowance per End User tenant.

These terms and conditions supersede any terms and conditions contained elsewhere, including the Microsoft APIs Terms of Use [https://docs.microsoft.com/en-us/legal/microsoft-apis/terms-of-use].

Azure Databricks

Any third-party models that Microsoft makes available in Azure Databricks are deemed Non-Microsoft Products.

Microsoft Entra ID Basic

Customer may, using Single Sign-On, pre-integrate unlimited Applications/Custom Applications per User SL. This covers Microsoft as well as third party applications.

Microsoft Entra ID

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 Microsoft Identity Manager software that is included with a Microsoft Entra ID (P1 and P2) User SL.

External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Microsoft Entra ID service level. This option is not available to new customers nor customers using (or who have used) the service under a Monthly Active User count.

Customers may use Microsoft Entra ID External Identities (including any applicable Add-on) only for their External Users.

Microsoft Entra ID Governance

Customers may use Microsoft Entra ID Governance for Guests (including any applicable Add-on) only for their External Users.

Windows Server and SQL Server management capabilities enabled by Azure Arc

General Requirements

Customer is authorized to apply certain Windows Server and SQL Server management capabilities enabled by Azure Arc only to Operating System Environments (OSEs) that:

- Are covered by an active Software Assurance (SA) plan, or
- Have active subscription licenses.

SQL Managed Instance enabled by Azure Arc

Use Rights

1. SQL Managed Instance enabled by Azure Arc licenses are not assigned to any given Server and are therefore not subject to the License Assignment and Reassignment clause.
2. Licenses are billed according to the terms of the license meter. Customer must connect to Azure at least once every 30 days via direct connected mode or indirect export mode to report usage data.
3. Notwithstanding the Outsourcing Software Management clause, Customer may run SQL Managed Instance enabled by Azure Arc containers on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Extended Security Updates enabled by Azure Arc

General Requirements

Customer is authorized to apply Extended Security Updates enabled by Azure Arc only to Operating System Environments (OSEs) that:

- Are covered by an active Software Assurance (SA) plan, or
- Have active subscription licenses, or
- Have been acquired as 'License-Included' services through a Service Provider License Agreement (SPLA) partner.

In this context, "License-Included" refers to the scenario where Customer licenses Windows Server or SQL Server directly from a SPLA partner, rather than using their own licenses.

Disaster Recovery and Dev/Test Environments

Customer may apply Extended Security Updates enabled by Azure Arc to the following OSEs for no additional cost:

- Customer's entitled Disaster Recovery OSEs associated with its underlying software licenses.
- Development, test, and related OSEs licensed with Microsoft Developer edition licenses or Visual Studio subscriptions.

SQL Server Requirements

For SQL Server Extended Security Updates Year 2 and subsequent versions, Customer is permitted to apply Extended Security Updates enabled by Azure Arc only if the Licensed Server is also covered with a SQL Server Extended Security Updates license for the preceding year.

Use of Updated Software

Customer may continue to use updated software after coverage expires. However, no future updates will be available if ESU subscription is terminated or cancelled.

Support

Extended Security Updates licenses (ESUs) do not include support unless the customer is covered by one of the following support plans: Pay Per Incident, Unified, and Premier Support for Partners. Support for Products with ESU coverage is limited to the following issues:

- Deployment, installation, and activation of ESU keys, license and updates
- Bugs/regressions introduced with the installation of a security update
- Troubleshooting services and assistance to resolve known and documented issues related to the underlying operating systems.

Support for Products with ESU coverage does not include general technical support and troublesome assistance for the underlying products except as specified above. Issue resolution is not guaranteed.

SQL Server enabled by Azure Arc

Outsourcing

Notwithstanding the Outsourcing Software Management clause, Customer may use SQL Server enabled by Azure Arc on its own devices, or devices under the day-to-day management and control of third parties, subject to the following exceptions:

- When using SQL Server enabled by Azure Arc with a license with Software Assurance or a subscription license, as opposed to pay-as-you-go subscription, Customer is only entitled to run SQL Server enabled by Azure Arc on its own devices or Servers under the day-to-day management and control of Authorized Outsourcers, regardless of whether those Servers are dedicated to Customer.
- When using SQL Server enabled by Azure Arc with physical core licensing with unlimited virtualization under a pay-as-you-go subscription, Customer is only entitled to run SQL Server enabled by Azure Arc on its own devices or Servers under the day-to-day management and control of Authorized Outsourcers, regardless of whether those Servers are dedicated to Customer.

Unlimited Virtualization

When using SQL Server enabled by Azure Arc with physical core licensing under a pay-as-you-go subscription, an Enterprise edition license with Software Assurance, or an Enterprise edition subscription license, customers may run any number of instances of the software in any number of OSEs on the Licensed Server, subject to the Outsourcing terms set forth above. Without limiting Microsoft's other remedies, if Customer fails to comply with these Outsourcing terms for any OSEs, Customer may be charged for consumption based on virtual core licensing for any period of non-compliance, and any physical core licensing will not apply to offset such charge.

SQL Server - Fail-over Rights

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

- One Fail-over OSE for any purpose, including high availability, on any Server (subject to the Outsourcing Software Management clause); and
- Two Fail-over OSEs specifically for disaster recovery purposes:
    - One on any server (subject to the Outsourcing Software Management clause); and
    - One on Microsoft Azure servers, subject to Ratio of Qualified Licenses to Azure vCores as stipulated in the Azure Hybrid Benefit terms for SQL Server.

Customer may also run Primary Workloads and its disaster recovery Fail-over OSEs simultaneously for brief periods of disaster recovery testing every 90 days. Customer may perform the following maintenance-related operations for any permitted Fail-over OSE:

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

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads. The number of licenses that otherwise would be required for a Fail-over OSE must not exceed the number of licenses required for the corresponding Primary Workload. These fail-over rights require SA for both the Licensed Server and CALs, if any, and do not apply when Customer deploys SQL Software under License Mobility through SA.

Enablement of GitHub Advanced Security for Azure DevOps

In addition to a Licensed User permitting access to Azure DevOps, a customer must activate GitHub Advanced Security for Azure DevOps for each repository where the service is required, allowing Unique Committers to utilize the service.

Windows Server pay-as-you-go enabled by Azure Arc

Use Rights and Conditions for Use

For Servers subject to the Outsourcing Software Management clause, Customer may use the pay-as-you-go subscription option as long as it is (i) registered with Customer's Azure subscription and (ii) connected to Customer's Azure subscription over the Internet at least once every thirty (30) consecutive calendar days. Customer may not work around any mandatory registration or sign-up process for the pay-as-you-go subscription.

License Restrictions

Customer may use either Windows Server Standard or Windows Server Datacenter edition, subject to the respective license model terms. When using Datacenter edition with physical core licensing, unlimited virtualization does not apply.

Azure Communication Gateway

Azure Communications Gateway is only available for use by Telecommunication Service Providers. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Microsoft has no defense obligation or liability for any infringement claim for patents alleged to be infringed by the implementation of any Standards in Azure Communications Gateway. Customer is responsible for obtaining any required licenses directly from the holders of such rights.

Azure Communication Services

Customer Responsibility

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customer may only use Azure Communication Services for business purposes. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

Notices

The H.264/AVC Visual Standard notice in Notices section applies.

Recording and Transcription

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface. If you have configured your policy to require explicit consent for recording or transcription, you are required to gather explicit consent from your users.

Microphone

It is your responsibility to ensure that the users of your application are notified when a microphone is being accessed by the Azure Communication Services SDK. Microsoft will indicate to you via the Azure Communication Services API that the microphone has been acquired and is ready to be used or is in use by the calling SDK. You as a developer are responsible for notifying your end users if the microphone is in use.

Microsoft Teams Interoperability

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Microsoft 365 or Microsoft Entra user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

License Terms Precedence

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

End User Information

Except in instances required by law or regulation, Microsoft does not retain information that identifies individual end users. Customer acknowledges that, should it delete or de-link end user identifying information in its possession, Microsoft shall have no responsibility to reconstitute the information.

Defense of Claims

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors, agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

Messaging Application

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

Messaging Policy

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy.

Azure DevOps

Use for Development and Testing

Customer may only access and use Azure DevOps to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Azure DevOps at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Azure DevOps. Microsoft is responsible for complying with the terms for any such software included in Azure DevOps and will keep confidential any confidential information of Apple accessed as part of Azure DevOps.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Azure DevTest Labs

Secrets in DevTest Labs

Azure DevTest Labs automatically creates a key vault when a user saves a secret for the first time. Customer may not use this key vault to store anything other than DevTest Lab related passwords, SSH keys, or personal access tokens.

Microsoft Dev Box

Permitted Usage

Customer must use Microsoft Dev Box ("Dev Box") to design, develop, or test applications. Other use is permitted if Customer is also using Dev Box for one of the aforementioned purposes.

Dev Box is not eligible for the Azure Customer Solution clause in the General Service Terms for Azure.

License Prerequisites

The Licensed User must be licensed with each of the following: Windows 10/11 Enterprise/Education, Intune, and Microsoft Entra ID P1/P2. In addition to being available independently, all these licenses are also included in Microsoft 365 F3/E3/G3/E5/E7/G5/A3/A5/Business Premium/Student Use Benefit.

Network Egress

Microsoft reserves the right to restrict network egress due to high bandwidth usage.

Use as a Server

You may not use the service to perform server functions to devices outside of the service or to third parties.

Distributed Computing

You may not use the service for sustained distributed computing or digital asset transaction validation workloads.

Data Handling

Windows 365 integrates data (including Customer Data) between other Microsoft Products including Microsoft Entra ID, Microsoft Intune, Azure Virtual Desktop, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Windows 365 Integrated Services"). Once data is transferred between the Windows 365 Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

Microsoft Fabric

Power BI

Customer's use of Power BI within Microsoft Fabric is subject to Power BI service specific terms and notices terms provided under the Power BI Platform section of these Online Services product terms.

Healthcare Data Solutions in Fabric

Access to Healthcare Data Solutions in Fabric requires a subscription to Microsoft Fabric. Healthcare Data Solutions in Fabric are subject to the Online Services terms governing Azure Services.

Workload Hub

Publisher workloads offered through the Workload Hub are deemed to be Non-Microsoft Products.

Firmware Analysis

Use

Customer may use the service only for its internal use and may not sell, lease, or market the service to third parties. Firmware Analysis results ("Analysis Results") may only be disclosed in accordance with the Disclosure section below. Customer's use of the Analysis Results is subject to the Acceptable Use Policy.

Maximum Uploads and Images

Customer may load up to the maximum number of uploads and images in Customer's workspace in accordance with the workspace tier licensed by Customer as described in the Firmware Analysis documentation at https://aka.ms/firmwareanalysislicensing.

No Warranties

Microsoft makes no express or implied warranties regarding the accuracy, completeness, or reliability of information provided in the Analysis Results. The Analysis Results are only intended for informational purposes and should not be relied upon as a definitive measure of vulnerability assessment or system security.

Disclosure

Subject to the restrictions in these Product Terms, Customer may disclose Analysis Results (a) to its contractors or vendors for use on Customer's behalf and (b) to the firmware owner. If Customer wants to disclose Analysis Results publicly, Customer must first: (a) independently verify the results, and (b) follow industry best practices for Coordinated Vulnerability Disclosure (CVD) such as Microsoft's approach to CVD (https://www.microsoft.com/msrc/cvd) or as documented by CISA (https://www.cisa.gov/resources-tools/programs/coordinated-vulnerability-disclosure-program). After completion of (a) and (b) and as part of any public disclosure, Customer must (x) reference the Firmware Analysis service as the source of the Analysis Results, and (y) include the following disclaimer: these Analysis Results are not a definitive measure of vulnerability assessment or system security.

Azure Health Bot Service

Customer Obligations

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Azure Health Bot Service; (2) implementing a secure application-to-application authentication method between the Customer Health Bot Application and the Azure Health Bot Service; (3) obtaining appropriate consent from end users in connection with their use of the Customer Health Bot Application; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the Customer Health Bot Application, including, as applicable, those set forth in the following form.

Azure IoT Operations

Use Rights and Use Cases

For each instance of Azure IoT Operations in the below use cases, Customer may (1) allow a maximum of 5 users to access the operations experience portal; (2) configure its data flow endpoints to include a maximum of 50 concurrent endpoints; and (3) use the connector for OPC UA to enable connections to a maximum of 2 OPC UA servers. Use cases are as follows:

- Production Use. Customer may install and use Azure IoT Operations. Customer may not use Azure IoT Operations on Listed Provider clouds.
- Non-Production Use. Customer may install and use Azure IoT Operations on Listed Provider and non-Listed Provider clouds.
- Trial Use. Customer may install and use Azure IoT Operations on Listed Provider and non-Listed Provider clouds as described at https://aka.ms/AzureIoTOperations/pricing.

Use Limitations

For each use case of Azure IoT Operations above, Customer may not (1) separate the Azure IoT Operations components for use as a stand-alone product or with other products or services or (2) replace or substitute Azure IoT Operations components with third party components.

Included Microsoft Components

Azure IoT Operations may include other Microsoft components listed at https://aka.ms/AzureIoTOperations/Includedcomponents. Use of these components, as described in the associated documentation at https://aka.ms/AzureIoTOperationsDocs is governed by these license terms.

Azure IoT Operations connectors Use Rights and Use Cases

The following terms apply to: Azure IoT Operations connector for REST/HTTP, Azure IoT Operations connector for SSE, Azure IoT Operations connector for ONVIF, Azure IoT Operations media connector, and Azure IoT Operations connector for MQTT. For each instance, Customer may install and use the connector on Listed Provider and non-Listed Provider clouds only for Non-Production and Trial Use Cases.

Azure IoT Operations connector for OPC UA Use Rights and Use Cases

For each instance of Azure IoT Operations connector for OPC UA, Customer may install and use the commanding capability of the Azure IoT Operations connector for OPC UA on Listed Provider and non-Listed Provider clouds only for Non-Production and Trial Use Cases.

Schema Registry feature of Azure Device Registry in Azure IoT Operations Use Rights and Use Case

Customer may use the schema registry feature from Azure Device Registry within Azure IoT Operations in Production, Non-Production and Trial Use Cases. Customer may use a maximum of 200 schemas per schema registry.

Azure Kubernetes Service Edge Essentials

Use Rights and Conditions for Use

Customer may use Azure Kubernetes Service Edge Essentials (AKS EE) only on Windows and Windows Server to host, manage, and service validly licensed containers running validly licensed applications.

One (1) SL for AKS EE permits Customer to use AKS EE on one (1) physical device or virtual machine.

Pre-Release Features

Microsoft may provide pre-release features in AKS EE which are for preview purposes only and may not be used in a production environment. Such pre-release features may not work correctly or the way a final commercial version of the features will. Microsoft may change the commercial versions of such features or may not release commercial versions.

Feedback

If Customer gives feedback about the pre-release features or AKS EE to Microsoft, Customer gives to Microsoft, without charge, the right to use, share and commercialize Customer feedback in any way and for any purpose. Customer will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because Microsoft includes Customer feedback in them. These rights survive Customer's volume licensing agreement.

Azure Kubernetes Service on Azure Local and Azure Kubernetes Service Runtime on Windows Server

Use Rights and Conditions for Use

Customer may use Azure Kubernetes Service on Azure Local (AKS on Local) and Azure Kubernetes Service Runtime on Windows Server (AKS on WS) (collectively, AKS) only (i) on Azure Local (with respect to AKS on Local) or Windows Server (with respect to AKS on WS) running on servers dedicated to Customer's use and (ii) to host, manage, and service validly licensed containers running validly licensed applications.

Customer may use AKS as long as it is registered with Customer's valid Azure subscription in order to enable additional AKS functionality and to meter and invoice Customer.

Included Microsoft Applications

AKS may include other Microsoft applications. These license terms apply to those included applications, if any, unless other license terms are provided with the other Microsoft applications.

Third Party Software

AKS may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying AKS or within AKS itself.

License Restrictions

Customer may not work around any mandatory registration or sign-up process for AKS.

Customer Support

Any support for AKS is provided "as is", "with all faults", and without warranty of any kind.

Updates

AKS may automatically download and install updates for you. You agree to receive these automatic updates without any additional notice. Updates may not include all existing software features, services, or peripheral devices.

Azure Lab Services

While Microsoft provides Azure Lab Services to Customer, as between Customer and Microsoft, Customer is the sole provider of related services to Customer's end users and shall have sole and exclusive responsibility to end users, including any support obligations. Customer's end users are not a party to any agreement with Microsoft regarding the services.

Notification; Liability; Bar on Actions Against Microsoft

Customer will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

Customer acknowledges and agrees that Microsoft has no obligation or liability to Customer or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

Indemnification

Customer agrees to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

End User Terms

In order to provide the services to end users, Customer and Customer's end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

Statement of Relationship: Customer is the sole provider of the services. Customer is responsible for providing any support to end users. The services will be provided by Customer to Customer's end users under your terms of use and privacy policy.

Compliance; Acceptable Use: Customer is solely responsible for ensuring compliance with all applicable laws, including, but not limited GDPR, with respect to Customer's provision and end users' use of the service. In addition, for clarity and without limiting the Acceptable Use Policy, Customer and Customer's end users may not use Azure Lab Services to facilitate or engage in cryptocurrency mining. Violation of this prohibition may result in suspension of the service, as set forth in the Acceptable Use Policy.

Disclaimer of Warranties: Customer will disclaim any and all warranties in connection with the services, and Customer will disclaim the same with respect to Microsoft.

Limitation of Liability and Exclusion of Damages: Customer will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between Customer and Microsoft.

Updates

Customer is responsible for updating the virtual machines (VMs) in Customer's portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

Azure Machine Learning service

NVIDIA Components

Azure Machine Learning service may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"), Customer agrees that its use of NVIDIA Components is governed by the NVIDIA Cloud End User License Agreement for Compute at https://go.microsoft.com/fwlink/?linkid=874330.

Model Catalog/Registry

Any third-party models that Microsoft makes available in the Model Catalog and/or Model Registry are deemed to be Non-Microsoft Products subject to the terms for Non-Microsoft Products in these Microsoft Product Terms. Customer's use of any such third-party models is governed by the third-party license terms provided in connection with the model.

Azure Maps

Navigation restrictions

Customer may not use Azure Maps, or any part thereof (1) to enable turn-by-turn navigation functionality in any Customer Solution or use within an automatic or autonomous vehicle control; or (2) with a vehicle's dashboard, or a device connected to a vehicles dashboard, systems, or sensors, except that the device may be connected to the vehicle power source for charging purposes.

Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's content and/or content supplied or created by any third party.

Customer will not use the content delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the content a type of content not already included within Azure Maps (such as Customer's proprietary content) or which Microsoft separately licenses to Customer.

When using content licensed under or subject to an open-source license, Customer may not combine the use of Azure Maps, or any part thereof, in a way that potentially compromises copyright protection.

Customer will not modify or create a derivative work based on Azure Maps, or any part thereof, unless expressly permitted to do so under these terms.

API Results

Microsoft may, in its sole discretion, limit the rate at which Azure Maps, or any portion thereof, may be called.

Customer may not cache or store results delivered by the Azure Maps API for the purpose of scaling such Results (as defined below) to serve multiple users, or to circumvent any functionality in Azure Maps, including but not limited to (i) map data tiles, or (ii) information on the calculation of a path between two (2) or more points ("Route") information (collectively the "Results").

Caching and storing Results and locations (latitude and longitude pair) or addresses that have been returned from a call to Azure Maps ("Geocode"/ "Reverse Geocode") are permitted where the purpose of caching is to reduce latency times of the Customer Solution. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is shorter. However, Customer may store Geocodes as long as Customer maintains an active Azure account.

Customer may not display any Results, and/or Azure Maps Weather service results, solely as described in these Terms, on any third-party content or geographical map database.

Map Content

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://tomtom.com/product-attributions/).

Azure Maps may include content that is subject to the Open Data Commons Open Database License ("ODbL"), available at https://opendatacommons.org/licenses/odbl/ or a successor site. Customer's use of such content is subject to the terms of the ODbL, including the License and Community Guidelines available at https://osmfoundation.org/wiki/Licence/Community_Guidelines, as well as these terms.

Additional information on Customer's use of Azure Maps or functionalities is described in product documentation.

Imagery Content

When using Azure Maps, Customer may not, nor may permit end users to, replace maps from Azure Maps with maps supplied by any other mapping platform. Notwithstanding the foregoing, Customer may overlay satellite/aerial imagery that Customer has the rights to use, provided that such imagery does not substantially replace the base satellite/aerial imagery provided by Azure Maps. Customer may not modify or create a derivative work based on any content using machine learning or artificial intelligence, unless expressly permitted to do so under these terms.

User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other content and third-party content that Customer is authorized to access via Azure Maps is made available.

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, content or any content delivered by Azure Maps will be accurate or complete.

Copyright

Customers may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps. Customer must display in a conspicuous manner within Customer Solution any Microsoft or third-party attribution provided by Microsoft. In addition, customers using the Azure Maps Render services must use the "Get Map Attribution" API to obtain the copyright attribution text and display it in their Customer Solution.

Print Rights

Customer may and allow end users to print, save, or use screen shots of Azure Maps, or any part thereof, of the type "Road Map" and "Satellite" ("Prints"). Prints may be used for commercial purposes. Acceptable commercial purposes for Prints include: (i) use in an advertisement or press article about Microsoft products or services; (ii) sending PDF Prints to customers; (iii) printing a browser page including Azure Maps, or any part thereof, to create a flyer or handout; (iv) use within documents or presentations; and (v) sending in an email.

Prints must include the following copyright attribution statement: "Microsoft product screen shot(s) reprinted with permission from Microsoft Corporation."

Customer may not, nor may Customer permit end users to:

1. Use Prints in a way that is disparaging, defamatory, or libelous to Microsoft, any of its products, or any other person or entity.
2. Use Prints of an identifiable individual.
3. Make more than 5,000 copies of any single Road Map Print or Satellite imagery.
4. Access, download, transmit or save the 'raw' data (tiles) from Azure Maps under any circumstances.
5. Use Prints to create production maps which are similar to or compete with commercial maps or atlases.
6. Use Azure Maps to produce Prints similar to a local mapping authority.
7. Directly or indirectly imply Microsoft sponsorship, affiliation, or endorsement of Customer's product or service.
8. Use Prints in a comparative advertisement.
9. Alter a screen shot in any way except to resize the screen shot.
10. Include Prints in Customer's product user interface.
11. Make prints that display the Zenrin copyright notice, © [Year] Zenrin. For example, maps isolated solely on Japan.

Broadcast Media & Entertainment

Customer may use the imagery provided in Azure Maps with television programming and the Road Maps in Azure Maps with television programming, media and entertainment use. Customer may only use Azure Maps to provide graphics, imagery, animations and/or

video showing Azure Maps that are intended to be viewed by end users who are unable to interact with the final graphics, imagery and/or video. Customer may use Azure Maps solely in conjunction with and integrated into Customer Solution that use Azure Maps for broadcast use ("Broadcast Applications") using only methods and means of access that are documented. The media incorporating the Road Maps content from Azure Maps may be stored, recorded, distributed, and redistributed both online and offline for television broadcast, media and entertainment use (including movies and similar scenarios), except for Road Maps of France, Australia, Czech Republic, Switzerland and Japan. The media incorporating the imagery content from Azure Maps may be: (i) recorded, distributed and redistributed online as part of television broadcasts and (ii) stored and distributed offline for television broadcast purposes only, except for Road Maps in type "Hybrid" of France, Australia, Czech Republic, Switzerland and Japan. Additional rights may only be obtained by written agreement with Microsoft.

Customer must follow the content attribution requirements provided at: https://www.microsoft.com/legal/intellectualproperty/trademarks. To the extent applicable local law prohibits Customer from attributing content sources by displaying their logos with Azure Maps, Customer must prominently display the source of the content as a text string.

In developing Broadcast Applications, and in using Azure Maps, Customer may not, nor may Customer permit end users to distribute or broadcast the road traffic data from Azure Maps.

Azure Orbital

Authorization Required

Customers may not use the Azure Orbital service to receive signals from or transmit signals to a satellite space station without the authorization of its operator. By subscribing to the Azure Orbital service, you represent to Microsoft that your intended operations will occur only with the satellite space-station operator's consent.

Azure Private 5G Core

Software License

Subject to the following terms and conditions, Microsoft grants you a nonexclusive, limited, royalty-free, nontransferable right to use the Azure Private 5G Core software solely as part of an Azure Private MEC Solution. Customer agrees that it will only use Azure Private 5G Core after review by Microsoft and may be required to assent to additional terms and conditions, visit aka.ms/ap5gcvalidation.

Azure Local

Use Rights and Conditions for Use

Customer may use the Azure Local software only (i) on devices dedicated to Customer's internal use and (ii) as a host operating system to manage and service validly licensed virtual machines running validly licensed applications. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause. Customer may use the Azure Local software as long as it is (i) registered with Customer's valid Azure subscription in order to enable additional Azure Local functionality and to meter and invoice Customer and (ii) connected to Customer's Azure subscription over the Internet at least once every thirty (30) consecutive calendar days.

License Restrictions

Customer may not (i) work around any mandatory registration or sign-up process for Azure Local or (ii) run any applications, operating system roles, and/or other workloads directly on the Azure Local software except for (A) utilities and operating system roles and (B) virtualized machines running Azure Local, both (A) and (B) as necessary to enable Azure Local to host, manage, and service validly licensed virtual machines running validly licensed applications.

Disconnected Operations for Azure Local

Use Rights and Conditions for Use

Notwithstanding anything to the contrary in the Azure Local Product Terms:

Customer may deploy disconnected operations only on Azure Local instances. Customer must at all times maintain an Azure resource representation to operate Azure Local in disconnected mode. Disconnected operations are intended for use with no online connectivity to an Azure billing endpoint.

Customer will license all physical cores of Azure Local managed through disconnected operations for the duration of the one-year license period, including the physical cores required to run the local control plane. If Customer's physical core usage under the management of disconnected operations exceeds their purchase plan during the license period, Customer must true-up their license accordingly, and billing will be adjusted based on the new total core count for the remainder of the license period. Microsoft reserves the right to audit the core counts and usage. Customer will renew their license period before the beginning of the next license period to continue the usage of disconnected operations for Azure Local. If Customer does not renew the license period prior to the end of the applicable license period, Customer will no longer have the rights to use Azure Local with disconnected operations.

Azure Hybrid Benefit for Windows Server VM Licensing applies to Windows Server VMs running on Azure Local with disconnected operations.

Compliance with Trade Laws

- Customer shall ensure that it, any of its directors or officers, or to the best of Customer's knowledge, its employees or agents, Enrolled Affiliates, or Enrolled Affiliates' directors, officers, employees, or agents are not sanctioned persons designated under applicable Trade Laws.
- Customer shall provide Microsoft with prompt written notice if Customer or any of its Enrolled Affiliates receive notice from any government agency of any investigation, inquiry, or proceeding for any actual or alleged noncompliance of or with any Trade Laws related to activities subject to this Agreement.
- Customer shall comply with global use restrictions in Microsoft's product or service terms relevant to this agreement, as updated from time to time.
- Customer shall not make available Microsoft Items to any entity or individual designated on any export or sanctions restriction lists under Trade Laws, in each case, without specific government authorization required by Trade Laws.

Azure Stack Hub

Use of Azure Stack Hub

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

Azure Stack Hub Plan

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

Azure SQL Edge

IoT Device

Any IoT Device that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.

Use of Azure SQL Edge

Customer may install and use any number of copies of the Azure SQL Edge software on an IoT Device dedicated to Customer's use and to which a License is assigned. Notwithstanding anything to the contrary in Universal Terms for Online Services, Customer may reassign a License at any time to other IoT Devices dedicated to its use. If Customer installs any features or functionalities other than the Azure SQL Edge software (whether derived from Microsoft or third party software) on the IoT Device, then those other features or functionalities may be used only to support the IoT Program.

Azure SQL Managed Instance

SQL Server Fail-over Rights

Azure SQL Managed Instances include the following Fail-over entitlements:

- One geo-secondary specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

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

- Database consistency checks or Checkdb
- Executing backups
- Monitoring resource usage data

The number of vCores used may not exceed the vCore size of the corresponding Primary Workload, except for brief periods during upscaling, downscaling, and failover events. Replicas may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure SQL Server Virtual Machines

SQL Server Fail-over Rights

SQL Server Virtual Machines include the following Fail-over entitlements:

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

Customer will only be charged for compute, storage, and any associated services, as applicable.

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

- Database consistency checks or Checkdb
- Executing backups
- Monitoring resource usage data

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. The number of vCores used may not exceed the vCore size of the corresponding Primary Workload. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure SQL Database

SQL Server Fail-over Rights

Azure SQL Database include the following Fail-over entitlements:

- One geo-secondary specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

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

- Database consistency checks or Checkdb
- Monitoring resource usage data

The number of vCores used may not exceed the vCore size of the corresponding Primary Workload, except for brief periods during upscaling, downscaling, and failover events. Replicas may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure Virtual Desktop Per User Access

Definitions

"End User" means a third-party individual that acquires Azure Virtual Desktop Customer Solution from Customer for End User's own internal use (without the right to resell or redistribute it).

"Azure Virtual Desktop Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Azure Virtual Desktop.

Use Rights

Azure Virtual Desktop per user access licenses are only available for Customer's external commercial purposes to serve Azure Virtual Desktop Customer Solutions to third parties on Azure. Customer may not use the licenses acquired under this model for internal purposes. Customer may assign no more than one million user identities licensed under this model to its Azure Virtual Desktop session hosts.

To access Azure Virtual Desktop for internal business purposes Customer may acquire select Windows Enterprise and Microsoft 365 licenses. Please see the relevant product sections for more details.

End User Entitlements

End Users may connect to up to five Azure Virtual Desktop session hosts at once.

Hosting Entitlement

The General Service Terms Azure Customer Solution clause does not apply. Notwithstanding the general restrictions in Customer's agreement that preclude reselling, redistributing, or using the Products to offer commercial hosting services to third parties, Customer may, subject to the conditions set forth below:

Combine Azure Virtual Desktop per user access licenses with applications owned or licensed by Customer or a third party to create an Azure Virtual Desktop Customer Solution solely for use on Microsoft Azure, and permit End Users to access and use Azure Virtual Desktop per user access licenses in connection with the use of that Azure Virtual Desktop Customer Solution on a rental, subscription or services basis (whether or not a fee for such use is paid).

Additional Terms

Indemnification. Customer agrees to defend Microsoft from and against any claim by an End User, third party, and/or regulatory authority arising from, or in connection with, the Azure Virtual Desktop Customer Solution provided to End Users. Customer will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section. The obligations under this section are not subject to the limitation of liability or exclusion of certain damages under Customer's volume licensing agreement.

Support. Microsoft is not obligated to provide support services to Customer or its End Users in connection with the Azure Virtual Desktop Customer Solution. Customer alone is responsible for providing technical support to End Users for all aspects and components of the Azure Virtual Desktop Customer Solution, either itself or by obtaining and continuously maintaining support for its End Users through Microsoft or a third party. Customer must inform End Users of this fact. Any support from Microsoft for questions or issues that arise as part of Customer's support of the Azure Virtual Desktop Customer Solution must be obtained under a separate support services agreement.

END USER AGREEMENT REQUIREMENTS

Company must:

- Notify each End User before or at the time of purchase (in the appropriate language versions for the locations in which Company will deliver the Azure Virtual Desktop Customer Solution) that the Azure Virtual Desktop Customer Solution contains Microsoft technology that is subject to certain license terms and that the End User must agree to the license terms before using the Product.
- Include the following acknowledgment in the credit screen or about screen and documentation of any Azure Virtual Desktop Customer Solution: "© Copyright 2021 Microsoft Corporation. All rights reserved."
- Present and execute license terms in a manner that forms a contract binding the End User under applicable law. Such license terms must contain the substance of the requirements contained in the following exemplar:

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE & ONLINE SERVICES

This document governs the use of software and online services ("Software Services") that [insert Service Provider's name] ("Service Provider") provides to you on a rental, subscription or services basis, and that include Microsoft software and online services ("Microsoft Products"). Service Provider does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of which Service Provider must inform you. Your right to use the Microsoft Products is subject to the terms of your agreement with Service Provider, and to your understanding of, compliance with, and consent to the following terms and conditions, which Service Provider does not have authority to vary, alter, or amend.

- **OWNERSHIP OF MICROSOFT PRODUCTS**. The Microsoft Products are licensed to Service Provider from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Microsoft Products and related elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Microsoft Products are owned by Microsoft or its suppliers. You may not remove,

modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Microsoft Products. The Microsoft Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Microsoft Products does not transfer any ownership of the Microsoft Products or any intellectual property rights to you.

- **USE OF SOFTWARE SERVICES**. You may use the Software Services only in accordance with your agreement with Service Provider and these terms. These terms permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Software Services.
- **COPIES**. You may not make any copies of the Products.
- **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY**. You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- **NO RENTAL**. You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Service Provider.
- **TERMINATION**. Without prejudice to any other rights, Service Provider may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Service Provider or Service Provider's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Service Provider.
- **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT**. Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Service Provider and not by Microsoft, its affiliates or subsidiaries.
- **PRODUCT SUPPORT**. Any support for the Software Services is provided to you by Service Provider or a third party on Service Provider's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.
- **NOT FAULT TOLERANT**. The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
- **EXPORT RESTRICTIONS**. 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, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see http://www.microsoft.com/exporting/.
- **LIABILITY FOR BREACH**. In addition to any liability you may have to the Service Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
- **INFORMATION DISCLOSURE**. You must permit Service Provider to disclose any information requested by Microsoft under the Service Provider's Agreement. Microsoft will be an intended third-party beneficiary of your agreement with Service Provider, with the right to enforce provisions of your agreement with Service Provider and to verify your compliance.
- **PRIVACY AND DATA PROTECTION**. The Software Service will be provided by Service Provider you under its privacy policy.

Azure VMware Solution

Deployment and Usage Information

Customer authorizes Microsoft to share with VMware its status as a customer of Azure VMware Solution and associated Azure VMware Solution deployment and usage information.

Microsoft AI Services

For purposes of this section, "Services" means collectively the Microsoft Azure AI Services.

Product Documentation

Microsoft may provide technical documentation regarding the appropriate operation applicable to the Services (including the applicable developer guides), which is made available online by Microsoft and updated from time to time. Customer acknowledges and agrees that it has reviewed this documentation and will use the Services in accordance with such documentation, as applicable. Some Services are intended to process Customer Data that includes Biometric Data (as may be further described in product documentation) which Customer may incorporate into its own systems used for personal identification or other purposes. Customer acknowledges and agrees that it is responsible for complying with the Biometric Data obligations contained in the Microsoft Products and Services DPA (https://aka.ms/DPA).

Limited Access Services

Certain Services (or versions thereof) require registration and are subject to limitations on access and use based on Microsoft's eligibility and use criteria, as updated by Microsoft from time to time ("Limited Access Services"). The following Services are Limited Access Services:

- Azure Speech TTS custom voice
- Azure Speech custom TTS avatar
- Azure Vision Face
- Azure Vision celebrity recognition
- Azure Video Indexer Applied AI Service
- Foundry Models sold by Azure that are designated as Limited Access
- Foundry Models sold by Azure (Modified Content Filtering/Abuse Monitoring/Guardrails for High-Risk Content)
- Microsoft Discovery

NOTE: *In addition to the services listed here, (i) Microsoft Azure AI Services Previews may be designated, in applicable preview terms, as subject to Limited Access Services terms; and (ii) certain versions of Microsoft Azure AI Services, such as versions in containers, may be designated, in product documentation or otherwise, as subject to Limited Access Services terms.*

Customer may only use Limited Access Services (including when used in a Customer Solution) in accordance with the applicable Product Terms, product documentation, and these Limited Access Services terms; solely for the permitted uses specified in its registration form; and in accordance with any commitments and/or representations made in its Limited Access Services registration form. Customer will provide current, complete, and accurate information in all registration forms and other materials provided to Microsoft pursuant to these Limited Access Service terms. Microsoft may require Customer from time to time to re-verify that all information submitted to Microsoft regarding Customer and Customer's use of the Limited Access Services remains accurate, complete, and up to date, and that Customer is using the Limited Access Services in accordance with the information submitted and these terms. Customer must respond to requests for re-verification from Microsoft within ten (10) business days of receiving a request (requests may be provided via self-certification Azure tools). If Microsoft needs additional information to assure compliance with these terms or eligibility for access to Limited Access Services, Customer will reasonably cooperate with Microsoft to provide such information within thirty (30) business days of request.

Microsoft may re-assess Customer's eligibility to access and use Limited Access Services from time to time. If Microsoft determines that Customer no longer meets Microsoft's eligibility and use criteria for a Limited Access Service (or that Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft will provide Customer with 12 months' notice before discontinuing Customer's access to and use of that Limited Access Service, unless security, legal, or system performance considerations require an expedited discontinuation of access. This does not apply to Previews and does not affect any other rights and remedies available to Microsoft with respect to Customer's use of Services.

In addition to Microsoft's right to discontinue access to and use of a Limited Access Service when Customer no longer meets Microsoft's eligibility and use criteria (or Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft may limit, suspend or terminate Customer's access to a Limited Access Services for non-compliance with any of the terms in this section (including without limitation Customer's use of a Limited Access Service in a manner that is inconsistent with the Customer's Limited Access Service registration form or with requirements in applicable product documentation), without advance notice but only to the extent reasonably necessary under the circumstances.

Grounding with Bing Search

When Customer uses Grounding with Bing Search and/or Grounding with Bing Custom Search (including use as part of Web Search Tools or Web Knowledge Source), Customer's use will be of a First-Party Consumption Service governed by the terms at https://www.microsoft.com/bing/apis/grounding-legal-enterprise.

Microsoft Foundry Models

Foundry Models sold by Azure: Foundry Models sold by Azure are subject to the Universal License Terms for Online Services (including the terms for Microsoft Generative AI Services) and Azure service terms as supplemented or modified below:

- **Limited Access**: Microsoft reserves the right to designate specific Foundry Models sold by Azure (or versions of models) as Limited Access Services, in which case the Limited Access Services terms for Microsoft Azure AI Services will apply to access to and use of such designated model.
- **Data Use and Access for Abuse Monitoring**: Except for the Limited exception below, as part of providing the Foundry Models sold by Azure, Microsoft will temporarily store Input and Output Content, to monitor for and prevent abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review such data that has triggered our automated systems to investigate and verify potential abuse. For customers who have deployed Foundry Models sold by Azure in the EU Data

Boundary, the authorized Microsoft employees will be located in the European Economic Area. See the product documentation https://learn.microsoft.com/azure/ai-services/openai/ for more information.

- **Limited exception**. The Data Use and Access for Abuse Monitoring terms will not apply if and to the extent Customer is approved for and complies with all requirements to use Foundry Models sold by Azurewith Modified Abuse Monitoring.
- **Use of Output Content for fine-tuning.** Notwithstanding the restrictions on Use of Content for Training in the Universal License Terms for Microsoft Generative AI Services, and unless otherwise provided in the Model-Specific Terms for Foundry Models sold by Azure, Customers may use Foundry Models sold by Azure to create synthetic data for use solely to fine-tune the following model types and use them as described below:
  - Foundry Models sold by Azure, using the fine-tuning capabilities of and for deployment in Microsoft Foundry Models,
  - Azure AI custom models, using the fine-tuning capabilities of and for use in that Microsoft Azure AI service,
  - Fine-tunable models available in the Microsoft Foundry model catalog, using Azure fine-tuning capabilities of and for deployment via serverless API (Model-as-a-Service),
  - Models that are (i) designed to modify Input or Output Content for Customer's use case and (ii) are deployed in one or more applications that interact with a Microsoft Generative AI Service.
- **Model-Specific Terms.** Certain Foundry Models sold by Azure are subject to additional model-specific terms, provided here.
  - **Models from Microsoft other than Foundry Models sold by Azure (First-Party Consumption Services).** Microsoft may make models available in a Model Catalog, Model Registry, or otherwise as First-Party Consumption Services subject to the Azure availability clause and subject to the license terms provided with the models.
  - **Third-party models.** Any third-party models that Microsoft makes available through Microsoft Foundry Models (including in a Model Catalog, Model Registry, or otherwise), but which are not Foundry Models sold by Azure or First-Party Consumption Services, are Non-Microsoft Products and subject to the terms for Non-Microsoft Products. Notwithstanding the foregoing, such models will be deemed Microsoft AI Services for purposes of the Microsoft Enterprise AI Services Code of Conduct.

Foundry Tools and Content Safety

Limit on Customer use of service output

Customer will not use and will not allow third parties to use Foundry Tools or data from Foundry Tools to create, train, or improve (directly or indirectly) a similar or competing product or service.

Text-to-Speech (TTS) Services

- **Customer Data submitted to TTS Services**: Customer represents and warrants that Customer has all necessary right, title, and interest to use all Customer's Data submitted to TTS Services.
- **TTS Service output use rights**: For Customers of the paid tier TTS Service only, Customer may use the audio output of prebuilt neural voices generated using the TTS Service, including for commercial purposes.

Customized TTS Services and use of Synthetic Voices

- **Permissions:** Customer represents, warrants and certifies that (i) it has explicit written permission from the voice owner(s) contained within its audio files ("Voice Talent") to use their personal data, including his/her voice likeness to create voice model(s) ("Synthetic Voice(s)"), (ii) Customer's agreement(s) contemplate the duration of use of the Synthetic Voice and any content limitations and (iii) Customer has shared Microsoft's disclosure guidance for voice talent (https://aka.ms/disclosure-voice-talent) with Voice Talent directly or through Voice Talent's authorized representative that describes how synthetic voices are developed and operate in conjunction with TTS services. Microsoft reserves the right to require Customer to provide audio files containing acknowledgements by Voice Talent(s). Customer acknowledges and agrees that Microsoft may use this to perform speaker verification against Customer's audio training files; however, Microsoft's retention of audio files does not create or imply an obligation that Microsoft will perform speaker verification.
- **Permitted uses:** In addition to compliance with the Acceptable Use Policy, the Microsoft Enterprise AI Services Code of Conduct (https://aka.ms/AI-CoC) sets the minimum requirements that all implementations of TTS Services must adhere to in good faith. Customer shall have the exclusive right to use the Synthetic Voice(s)s created by Customer and made available through use of the Services. Notwithstanding the foregoing or anything to the contrary in the DPA, Customer acknowledges and agrees that Microsoft may retain a copy of each Synthetic Voice created by Customer and may, but is not obligated to, use the Synthetic Voice(s) to investigate and respond to any alleged violations of the service terms. Customer agrees and grants Microsoft a limited nonexclusive irrevocable worldwide license to retain acknowledgment audio voice consent file(s)s and a copy of the Synthetic Voice(s) for the limited purposes above. Customer is required to secure and maintain all rights necessary for Microsoft to retain and use the acknowledgment audio files and Synthetic Voice(s) as described in this section without violating the rights of Voice Talent(s) or any other third party or otherwise obligating Microsoft to Customer, Voice Talent or any other third party. This paragraph will survive termination or expiration of Customer's agreement.

Translation Attribution

When displaying automatic translations performed by Azure AI Service, Customer will provide reasonably prominent notice that the text has been automatically translated by the subject Service.

Azure AI Search

When Customer uses Web Knowledge Source, which uses Grounding with Bing Search and/or Grounding with Bing Custom Search, Customer's use will be of a First-Party Consumption Service governed by the terms at https://www.microsoft.com/bing/apis/grounding-legal-enterprise.

Integrated Services

When Foundry Tools or Azure Machine Learning services are accessed and used through Microsoft Foundry, the product terms applicable to those services apply in addition to applicable Microsoft Foundry terms.

Content Safety

Sample Content

If Customer chooses to provide Microsoft with examples of Customer content ("Sample Content") to help Microsoft tailor the service to Customer's requirements as described in the service documentation, Customer agrees (a) that Microsoft will review and use it in accordance with that documentation, and (b) that Customer will abide by any requirements in that documentation, including the requirement not to include personal, confidential, or commercially sensitive information in Sample Content.

Services in Containers

Features of Foundry Tools and Content Safety that are available in containers are licensed to Customer under this agreement as Online Services, and the containers are also subject to the terms for Use of Software with the Online Service. Customer may install and use any number of containers on Customer's hardware devices that are dedicated to Customer's exclusive use, subject to the conditions specified below for connected and disconnected containers, respectively. For containers installed on dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates, the Outsourcing Software Management clause of the Universal License Terms for All Software.

Microsoft may offer required and/or optional updates or supplements to the services in containers. If an update is required, Customer will update the container in accordance with the Microsoft notice requirements; failure to perform these updates may affect the container's functionality and/or the container may stop operating.

The containers include material that is confidential and proprietary to Microsoft. Customer agrees to keep that material confidential and to promptly notify Microsoft if Customer becomes aware of any possible misappropriation or misuse.

- **Connected Containers:** Connected containers are designed to connect to a billing endpoint. Customer must configure any connected containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of the container(s). In addition to the rights to install and use containers on dedicated hardware, Customer may also install and use any number of connected containers in Customer's Microsoft Azure Service accounts; all rights to install and use connected containers are subject to Customer's enabling and maintaining metering for all such containers.
- **Disconnected Containers:** Disconnected containers are intended for use with no online connectivity to an Azure billing endpoint. Disconnected containers are subject to the terms for Limited Access Services. Disconnected containers have limited capacity workloads and usage is measured in units. As specified in the terms for Purchasing Microsoft Azure Services, Customer must pay upfront for a commitment tier at the number of units necessary to meet Customer's actual service usage for each license period. Customer has the rights specified above to install and use disconnected containers on dedicated hardware provided that the aggregate service usage in all Customer's disconnected containers does not exceed the usage for which Customer has paid for the applicable license period. Disconnected container units expire at the end of the license period, and Customer must activate (or reactivate, as applicable) disconnected container units before the beginning of the next license period. If Customer fails to reactive a disconnected container prior to the expiration of the applicable license period, the disconnected container will stop operating after the license expires.

Defender for Cloud - Use on Devices Managed by Third-Parties

Notwithstanding the Outsourcing Software Management clause, Customer may use Defender for Cloud with workloads running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Express Route Global Reach

Express Route Global Reach is an Azure Service offering data transport capabilities to Express Route users in certain locations. Express Route Global Reach is provided by the Microsoft Affiliate authorized in a given country to administer it. Pricing for Express Route Global Reach may include applicable taxes and fees. Express Route Global Reach terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available at https://aka.ms/CommunicationServicesTerms.

Microsoft Defender for Identity

Extended Use Rights for Microsoft Defender for Identity Customers

Customer may also install and use Advanced Threat Analytics locally to manage client OSEs (or Server OSEs used as client OSEs) that are used solely by users to whom licenses are assigned. This right expires when Customer's subscription expires.

Automatic Updates for Microsoft for Identity

Microsoft Defender for Identity may automatically download and install updates for you. You agree to receive these automatic updates without any additional notice.

Microsoft Genomics

No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

Visual Studio App Center

Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses.

Microsoft Azure User Plans

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Advanced Threat Analytics 2016 Client Management License per User	Microsoft Defender for Identity Client Management License Add-on (User SL)

Microsoft Power Platform

Availability

Product	Program Attribute
Power BI Pro	Open Minimum,Non-Organization Wide in Open Value

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	Power BI Pro

Power BI Report Server - Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of Instances of the Power BI Report Server software in a Physical OSE or Virtual OSE on a Server dedicated to Customer's user or a Virtual OSE on shared servers on Microsoft Azure Services only. Servers used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the Outsourcing Software Management clause. Customer may run the Power BI Report Server software in a Physical or Virtual OSE with up to the number of cores included under its Power BI Premium P plan. If any Virtual Core is at any time mapped to more than one Hardware Thread, Customer needs an additional subscription license for each additional Hardware Thread mapped to that Virtual Core.

Power BI Report Server - Sharing Content

A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server.

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one OSE on a Server for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software. Servers used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the Outsourcing Software Management clause.

Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

License Prerequisites

User License	User License Prerequisites
Power Automate unattended RPA add-on	Power Automate Premium per user or Power Automate per flow plan
Power BI Premium Add-On	Power BI Pro, or Microsoft 365 E5/A5/E7, or Office 365 E5/A5
Power Automate Process Mining add-on	Power Automate Premium per user plan
Power Platform Requests add-on	Power Apps, or Power Automate, or

User License	User License Prerequisites
	Office365/Microsoft 365[1], or Dynamics 365[2]

[1]Select licenses as identified here.[2]Select licenses as identified here.

Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY
Dataverse Database Capacity (1GB)	Tier 1: 1 Tier 2: 1000
Power Apps portals login capacity add-on	Tier 1: 1 Tier 2: 10 Tier 3: 50
Power Apps plan (2000 Seat Minimum) (User SL)	2000
Power Automate per flow plan	5
Professional Direct Support	20 (250 maximum - once met, all remaining users are covered with no additional licenses required)
Power Pages Authenticated capacity pack	Tier 1: 1 Tier 2: 100 Tier 3: 1000
Power Pages Anonymous capacity pack	Tier 1: 1 Tier 2: 20 Tier 3: 200

Power Pages - Extended Use rights

Purchases of the following products provide internal users the use rights for Power Pages

Product	Custom Power Pages use rights
Dynamics 365 Enterprise license[1]	Power Pages that map to licensed Dynamics 365 application context and, Power Pages that map to the same environment as the licensed Dynamics 365 application
Power Apps per app	1 Power Page
Power Apps per user	Unlimited Power Pages

[1]Dynamics 365 Sales Enterprise, Dynamics 365 Customer Service Enterprise, Dynamics 365 Field Service, Dynamics 365 Project Operations, Dynamics 365 Finance/Finance Premium, Dynamics 365 Supply Chain Management/Supply Chain Management Premium, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Business Central.

Service Specific Terms

Notices

The Communication Services, H.264/AVC Visual Standard, and VC-1 Video Standard Notices apply. (refer to Notices)

Inactive Dataverse Instances provided with Microsoft 365 licenses

If a Customer allows its Dataverse instance that is provided with Microsoft 365 licenses to go inactive, Microsoft may, at its discretion, disable the inactive instance and delete the Customer Data and Personal Data within it. Such Dataverse instance is inactive if for 90 days 1) no user logged into the instance, 2) no apps, bots, reports or flows have accessed the data contained in the instance, 3) no new apps, bots, reports, or flows were installed on or imported into the instance, and 4) no other actions or activities are registered in this instance through API or background processing jobs.

Microsoft Copilot Studio

Grounding with Bing (Search and Bing Custom Search)

When Grounding with Bing Search and Grounding with Bing Custom Search are optionally available through Microsoft Copilot Studio, as disclosed in the product documentation for Microsoft Copilot Studio, the use of Grounding with Bing Search and Grounding with Bing Custom Search are governed by the Terms of Use (https://www.microsoft.com/bing/apis/grounding-legal-enterprise) and Microsoft Privacy Statement (https://www.microsoft.com/privacy/privacystatement). The Data Protection Addendum does not apply to the use of Grounding with Bing Search and Grounding with Bing Custom Search.

Notwithstanding the foregoing, any terms applicable to the web query functionality, queries, or other data (including any Personal Data) ("Query Data") sent from Entra ID-authenticated use of Microsoft Copilot Studio to Bing for Grounding with Bing Search and Grounding with Bing Custom Search are subject to the following terms:

- Microsoft has no rights in Query Data other than as needed to provide the services,
- Query Data is not used to improve Bing,
- Query Data is not used to create advertising profiles or track user behavior,
- Query Data is not shared with advertisers or otherwise beyond Microsoft and its contracted suppliers who are subject to terms no less protective than these provisions,
- Query Data is not used to train generative AI foundation models, and
- Query Data is treated as Customer confidential information and protected by appropriate technical and organizational measures and as Customer Data for any limitation in Customer's volume licensing agreement.

Windows 365 for Agents

When Customer enables W365 for Agents, Customer's use will be metered by First-Party Consumption Service. Models from Microsoft other than Foundry Models sold by Azure: Microsoft may make models available in the Model Catalog as First-Party Consumption Services subject to the Azure availability clause and subject to the license terms provided with the models.

Microsoft Power BI

Definitions

"Customer Application" means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

"Embedded Capabilities" means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer's volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. 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.

Limitations

Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

Publish to Web

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

Microsoft Power Apps

Restricted Tables

Customer may not create, modify, or delete any data from tables of the type designated as "restricted" in product documentation at https://go.microsoft.com/fwlink/?linkid=868812. Customer has read-only access to such restricted tables.

Non-Restricted Tables

Users with a Power Apps license may create, read, update, or delete any data from tables of the type that are not designated as "restricted" in product documentation at https://go.microsoft.com/fwlink/?linkid=868812.

Distributable Code

Customer may use the "Wrap" feature of Power Apps to generate a software package containing a canvas app combined with certain Power Apps mobile platform components. Customer may distribute the combined package unmodified under the terms set forth in the Distributable Code section of the Universal License Terms for Software. Customer may not disassemble the combined package or distribute any components separated from the combined package.

Updates

Customer may be required to update the package generated from the "Wrap" feature of Power Apps to ensure packages are running on a supported version of the Power Apps mobile platform. Packages running on unsupported versions may not function.

Privacy & Security Terms

For Power Apps, Power Automate, Power Pages, and Microsoft Copilot Studio, the Privacy & Security terms apply to any Copilot features powered by Azure OpenAI service that are included within the Microsoft Power Platform Core Services or Power Platform EU Data Boundary Services, except that any component powered by Bing remains subject to the Bing terms.

Office 365 Services

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Audio Services

Availability

Product	Program Attribute
Audio Conferencing (User SL)	Non-Organization Wide in Open Value
Microsoft Teams Phone Standard (User SL)	Non-Organization Wide in Open Value
Audio Conferencing Extended Dial-out minutes to USA/CAN (User SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

License Prerequisites

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

License	Prerequisite License(s)
Advanced Communications	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5/E7; Microsoft Teams EEA; Microsoft Teams Enterprise; Office 365 F3/E1/E3/A3/E5/A5
Audio Conferencing	
Audio Conferencing Extended Dial-out minutes to USA/CAN	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5/E7; Microsoft 365 E5/E7 EEA (no Teams) Office 365 E5 (no Teams) **and** Microsoft Teams Enterprise; Microsoft 365 E5/E7 (no Teams) **and** Microsoft Teams Enterprise; **and** Microsoft Teams EEA; Microsoft Teams Audio Conferencing with Dial-out to USA/CAN; Office 365 E5/A5; Office 365 E5 EEA (no Teams) **and** Microsoft Teams EEA
Audio Conferencing for India-Based Users	Microsoft 365 F1/F3/E3/A3/E5/A5/E7; Office 365 F3/E1/E3/A3/E5/A5
Audio Conferencing for India-Based Users E5 Users Add-on	Microsoft 365 E5/A5/E7; Office 365 E5/A5

License	Prerequisite License(s)
Calling Plan	Microsoft 365 E5/A5/E7; Office 365 E5 (no Teams) **and** Microsoft Teams Enterprise; Microsoft 365 E5/E7 (no Teams) **and** Microsoft Teams Enterprise; Microsoft 365 E5/E7 EEA (no Teams) **and** Microsoft Teams EEA; Microsoft Teams Phone Standard; Office 365 E5/A5; Office 365 E5 EEA (no Teams) **and** Microsoft Teams EEA
Communications Credits	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5/E7; Microsoft 365 E5/E7 (no Teams); Microsoft 365 E5/E7 EEA (no Teams); Microsoft Teams Audio Conferencing with Dial-out to USA/CAN; Office 365 E5/A5; Office 365 E5 EEA (no Teams)
Microsoft Teams Audio Conferencing with Dial-out to USA/CAN	Microsoft 365 F1/E3/F3; Microsoft 365 Business Basic/Business Standard/Business Premium; Microsoft Teams EEA; Microsoft Teams Enterprise; Office E1/E3/F3; Teams Essentials (AAD Identity)
Microsoft Teams Phone Standard	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams EEA; Microsoft Teams Enterprise; Microsoft Teams Essentials (AAD Identity); Office 365 F3/E1/E3/A1/A3
Microsoft Teams Phone Standard for Frontline Workers	Microsoft 365 F1/F3; Office 365 F3
Microsoft Teams Phone with Calling Plan	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams EEA; Microsoft Teams Enterprise; Microsoft Teams Essentials (AAD Identity); Office 365 F3/E1/E3/A1/A3
Operator Connect Conferencing	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/F3/E3/A3/E5/A5/E7; Microsoft Teams EEA; Microsoft Teams Enterprise; Office 365 F3/E1/E3/A3/E5/A5

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

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.

Notices

The Communication Services and H.264/AVC and/or VC-1 Notices apply (refer to Notices).

Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Microsoft 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft Teams Shared Device and Teams Rooms offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

Open Phone System Platform and Number Management

Microsoft Phone System is an open platform that supports integration with any certified telecommunications carrier through options like Direct Routing or Operator Connect. Authorized carriers have the ability to provision, add, and remove telephone numbers associated with your account. Such actions are performed under the carrier's control and in accordance with your contractual arrangements with that carrier. Microsoft is not responsible for billing related to Direct Routing or Operator Connect; all payments are managed directly with the carrier that owns the telephone numbers.

Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

Operator Connect

Operator Connect includes Operator Connect for Microsoft Teams and Microsoft Teams Phone Mobile. Microsoft is an independent controller of Personal Data processed in connection with Operator Connect. Customer agrees to, and must notify its end users of, the following:

Operator Connect enables Teams end users to communicate with others through telephony networks via Microsoft Teams.

When Operator Connect is enabled by your organization, Microsoft shares information with your organization's communication services carrier (the Operator) to ensure the proper functioning of your Operator's service.

Information Microsoft shares with your Operator when you use Operator Connect includes:

- end user phone numbers;
- call details and call quality data, such as caller and call recipient phone numbers; call invite and end times; call duration; certain caller identifiers; and information about service connections (e.g., IP addresses and operating systems of the caller and call recipient); and
- end user location information for emergency calling.

Operators will be able to export and download the information listed above.

This information will be handled by your Operator in accordance with your Operator's privacy practices. For more information, refer to your Operator's privacy policy and terms of use. For information about how Microsoft will handle this Personal Data, please refer to the Microsoft Privacy Statement at https://go.microsoft.com/fwlink/?LinkId=521839.

Teams SMS Messaging

Messaging Application

Teams SMS service involves an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the Teams SMS service.

Messaging Policy

Customer and its end users shall comply with the Teams SMS Messaging Policy. The Messaging Policy applies to SMS communications. Microsoft reserves the right to suspend or remove access to Teams SMS for Customers that do not comply with the Messaging Policy. The Messaging Policy is available at https://learn.microsoft.com/microsoftteams/sms-microsoft-teams-policy.

Exchange Online

Availability

Product	Program Attribute
Exchange Online Protection (User SL)	Open Minimum,Non-Organization Wide in Open Value
Exchange Online Plan 1 Add-on (User SL)	Non-Organization Wide in Open Value
Exchange Online Plan 2 (User SL)	Non-Organization Wide in Open Value
Exchange Online Plan 1 (User SL)	Open Minimum,Non-Organization Wide in Open Value
Microsoft Defender for Office 365 Plan 2 (User SL)	Non-Organization Wide in Open Value
Exchange Online Archiving for Exchange Online (User SL)	Non-Organization Wide in Open Value
Exchange Online Archiving for Exchange Server (User SL)	Non-Organization Wide in Open Value
Microsoft Defender for Office 365 Plan 1 (User SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None
Frontline Worker License	Microsoft Defender for Office 365 F1; Microsoft Defender for Office 365 F2

Product Conditions - Program Specific	
Qualified User Exemption	K only

License Prerequisites

License	License Prerequisites
Microsoft Defender for Office 365 Plan 1/Plan 2	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive license
Office 365 Data Loss Prevention	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive license

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services - Exchange Online

Exchange Online or its successor service will have Core Features capabilities stated in the General Terms:

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 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 Core Features capabilities stated in the General Service Terms:

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 and Exchange Online Kiosk.

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.

Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign in to Microsoft Outlook with their work or school account on up to five smartphones and five tablets. Microsoft Outlook is also subject to the Service Specific Terms applicable to M365 Mobile Applications.

Office 365 Data Loss Prevention Device License

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms

3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses.

Exchange Online

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

Microsoft 365 Applications

Availability

Product	Program Attribute
Microsoft 365 Apps for business (User SL)	Open Minimum,Non-Organization Wide in Open Value
Microsoft 365 Apps for enterprise (User SL)	Open Minimum,Non-Organization Wide in Open Value

**May not be available in all sales channels and geos. May require engaging with a Microsoft representative to place an order.*

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	All - Applications
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Open Value Subscription Migration Period

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

Office View/Print for Office for the Web Users

Users licensed with an Office 365 or Microsoft 365 license may use Microsoft 365 Apps for enterprise in Reduced Functionality Mode to view and print files.

Microsoft 365 Apps for business

Customer may not provision more than 300 user subscription licenses.

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

The following terms apply only to Microsoft 365 Apps for enterprise

Office Online Server

For each Microsoft 365 Apps for enterprise subscription, Customer may install any number of copies of Office Online Server on any Server. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management terms. Each Microsoft 365 Apps for enterprise user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement, Microsoft Cloud Agreement, or other Microsoft agreement that cover Online Services only.

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school 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 and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;

- 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; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
    - The Online Services will permit Customer to enable or disable these optional connected services; and
    - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Device-Based Subscription License

Each Device SL permits use of the software provided with the subscription. Users of a Licensed Device:

- may activate and use the software provided on one OSE on the Licensed Device; or
- may install and use the software remotely from the Licensed Device on one OSE on a Network Server, or on Microsoft Azure.

Customer must connect each OSE on which the software is installed to the Internet at least once every 90 days, or the functionality of the software may be affected.

Smartphone and Tablet Devices

Each user to whom Customer assigns a Microsoft 365 Apps for business or Microsoft 365 Apps for enterprise User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their work or school account on up to five smartphones and five tablets.

When versions of Microsoft Word, Excel, PowerPoint, Outlook, OneDrive, and Teams applications for mobile devices ("M365 Mobile Applications") are used with a work or school account to access Online Services governed by these terms, the terms that govern the relevant Online Service apply to that use of the M365 Mobile Applications. Microsoft's commitments related to M365 Mobile Applications do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which the mobile applications operate (e.g., Apple, Google).

Use for Training and AI Models

Customer may not use and may not permit any third party to use data, logs, recordings, or other outputs from Robotic Process Automation, bots, or other similar technologies to develop, train, improve, replicate product functionality, or fine tune machine learning or artificial intelligence algorithms or models.

Microsoft Stream (Classic)

Availability

Product	Program Attribute
Microsoft Stream Storage Add-on (Classic) (500GB)	Non-Organization Wide in Open Value
Microsoft Stream (Classic) (User SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	N/A

Product Conditions - Program Specific	
Qualified User Exemption	None

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Notices

The H.264/AVC Visual Standard, VC-1 Video Standard, and H.265/HEVC Notices apply (refer to Notices).

Stream Live Events

Stream Live Events are subject to the following:

1. Stream Live Events may not be greater than four (4) hours in length;
2. Stream Live Events attendees may not exceed 10,000; and
3. Stream Live Events are limited to fifteen (15) per customer at any single point in time.

Microsoft Teams

Product Conditions:

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

Product Conditions:	
Terms of Service	Universal License Terms for all Online Services
Product Pool	None
Promotions	None

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Notices

The H.264/AVC Notice applies to all Office 365 Services that include Microsoft Teams (refer to Notices).

Notifications

Microsoft Teams provides participant standard notifications as required by law, including, but not limited to, recording, transcription, and interaction with AI. If you choose to disable these notifications, you are responsible for ensuring that your contact center solution informs participants in real time in accordance with applicable laws.

External User Entitlements and Meeting Join License Requirements

User SLs are not required for any user to join meetings, webinars, and live events hosted by licensed users. User SLs are also not required for External Users to participate in Teams channels as a Guest with a Microsoft Entra External ID.

Health Sector Customers

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of Microsoft Teams; (2) implementing a secure application-to-application authentication method between any Customer application and/or service and Microsoft Teams; (3) obtaining appropriate consent from end users in connection with end user's and Customer's use of Microsoft Teams; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with end user's and Customers use of Microsoft Teams.

Any information provided by Customer or its patients in Microsoft Teams (including meeting recordings if enabled by Customer, or any Microsoft Teams apps enabling virtual appointment services) that's necessary for medical records continuity or retention purposes should be downloaded, copied, and/or notated directly in such records by Customer. This service does not maintain legal medical record or a designated record set.

Trials

Microsoft Teams Exploratory Experience may only be initiated by individual end users. Customer may not initiate a Microsoft Teams Exploratory Experience on behalf of end user employees. This offer is not valid for users that have formerly used Teams from a paid, unpaid or trial license.

Office 365 Suites

Availability

Product	Program Attribute
Office 365 E1 and E3 Add-on (User SL)	Organization-wide
Office 365 E1 and E3 (User SL)	Enterprise Online Service,Open Minimum,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	All Application and Server (E1 and F3, Server only. Office 365 Multi-Geo Application only), MPSA - All Application only
Promotions	None
Frontline Worker License	Office 365 F3

Product Conditions - Program Specific	
Qualified User Exemption	F only

Smartphone and Tablet Devices

Each Office 365 A1, E1, F3, and Business Basic user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.9" diagonally or less.

Project for the web data

Users licensed with an Office 365 license are granted view rights access to Project for the web Customer Data only on Tenants that have a Microsoft Planner and Project Plan 1/3/5 license(s).

- These rights do not grant access to Power Platform applications or other data sets.

Office 365 EEA (no Teams) and Microsoft Teams EEA

Customers in European Economic Area (EEA) countries and Switzerland may acquire and use Office 365 EEA (no Teams) and Microsoft Teams EEA Licenses. Licensing terms for equivalent suites that include Microsoft Teams are applicable to EEA suites.

Office 365 (no Teams) and Microsoft Teams Enterprise

Customers not in European Economic Area (EEA) countries and Switzerland may acquire and use Office 365 (no Teams) and Microsoft Teams Enterprise Licenses. Licensing terms for equivalent suites that include Microsoft Teams are applicable to suites without Microsoft Teams.

License Prerequisites

License	License Prerequisites
Office 365 Multi-Geo Add-on	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive license

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses

2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-ons to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses. This section does not apply to EEA and no Teams Licenses.

Office 365 Suites

Cloud Add-on to SA User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Core CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security	Office 365 E1 Add-on
	Exchange Online Plan 1 Add-on
	SharePoint Online Plan 1 Add-on
Core CAL Suite, or Enterprise CAL Suite, or Core CAL Suite Bridge for Enterprise Mobility + Security, or Enterprise CAL Suite Bridge for Enterprise Mobility + Security	Office 365 E3 without Apps for enterprise Add-ons
	Office 365 A5 Add-on
Core CAL Suite and Office Professional Plus, or Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or Enterprise CAL Suite and Office Professional Plus, or Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus	Office 365 A3/E3 Add-on
	Office 365 E5 Add-on
	Office 365 A5 Add-on
Office Professional Plus	Office 365 E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)

Office for the web

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

Office for the web or its successor service will have the following Core Features capabilities stated in the General Terms:

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 for the web or its successor service.

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office for the web.

OneDrive

Availability

Product	Program Attribute
OneDrive 1 and 2 (User SL)	Non-Organization Wide in Open Value,Open Minimum

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive.

Project

Availability

Product	Program Attribute
Project Essentials (User SL)	Non-Organization Wide in Open Value
Planner and Project Plan 3 (User SL)	Open Minimum,Non-Organization Wide in Open Value
Planner and Project Plan 5 (User SL)	Open Minimum,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server, MPSA - All Application only
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Deployment Rights for Project

Planner and Project Plan 3/5 licensed users may install and use a copy of Project Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Installation and Use Rights for Project application

Each user to whom Customer assigns a Planner and Project Plan 3 or Plan 5 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 and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure.
- 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.
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.

- The Online Services will permit Customer to enable or disable these optional connected services; and
- Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Customers may deploy eligible products on Amazon WorkSpaces. See Amazon WorkSpaces Deployments for more information.

Use of SharePoint Online

Rights to the SharePoint Online functionality provided with a Planner and Project Plan 3 or Plan 5 SL are limited to storing and accessing data in support of Project.

Universal Resource Scheduling

Customers with a Microsoft Planner Plan 1 or a Microsoft Planner and Project Plan 3/5 license(s) are only permitted to use Universal Resource Scheduling to schedule Project and Task tables within the context of a project.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses.

Project

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Project Professional	Planner and Project Plan 3 Add-on
	Planner and Project Plan 5 Add-on
Project Standard	Planner and Project Plan 3 Add-on
	Planner and Project Plan 5 Add-on
Project Server CAL	Project Essentials Add-on
	Planner and Project Plan 3 Add-on
	Planner and Project Plan 5 Add-on

SharePoint Online

Availability

Product	Program Attribute
SharePoint Online Plan 1 and 2 (User SL)	Non-Organization Wide in Open Value
Office 365 Extra File Storage 1 GB (Add-on SL)	Non-Organization Wide in Open Value
SharePoint Syntex	Non-Organization Wide in Open Value
SharePoint Embedded	

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	K only
Prerequisite	Add-ons, From SA

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

SharePoint Online or its successor service will have Core Features capabilities stated in General Service Terms:

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 K1, 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.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses.

SharePoint Online

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

Visio Online

Availability

Product	Program Attribute
Visio Online Plan 2	Open Minimum,Non-Organization Wide in Open Value
Visio Online Plan 1	Open Minimum,Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Application
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Deployment Rights for Visio

Visio Online Plan 2 licensed users may install and use a copy of Visio Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

Visio View/Print for Office Users

Users licensed with an Office 365 or Microsoft 365 license may use Visio in Reduced Functionality Mode to view and print files.

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

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, 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 in the Office 365 service specific sections 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.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to Professional Services).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Viva Engage

For Office 365 Services that include Viva Engage, External Users invited to Viva Engage via external network functionality do not need User SLs.

Service Specific Terms

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school 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 and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;
- 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; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
    - The Online Services will permit Customer to enable or disable these optional connected services; and
    - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Customers may deploy eligible products on Amazon WorkSpaces. See Amazon WorkSpaces Deployments for more information.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses.

Visio

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Visio Professional	Visio Online Plan 2 Add-on to Visio Professional
Visio Standard	Visio Online Plan 2 Add-on to Visio Standard

Other Online Services

Bing Maps

Availability

Product	Program Attribute
Mobile Asset Management Distance Matrix Per Asset Automatic	Non-Organization Wide in Open Value
Mobile Asset Management Per Asset (SL)	Non-Organization Wide in Open Value
Bing Maps Public Website Usage 100K Transactions (SL)	Non-Organization Wide in Open Value
Bing Maps Internal Website Usage 500K (and higher) Transactions (SL)	Non-Organization Wide in Open Value
Bing Maps Public Website Usage 500K (and higher) Transactions (SL)	Non-Organization Wide in Open Value
Bing Maps Enterprise Platform (SL)	Non-Organization Wide in Open Value
Mobile Asset Management Drive Analytics Per Asset	Non-Organization Wide in Open Value
Bing Maps Known 5K User (SL)	Non-Organization Wide in Open Value
Bing Maps Light Known 500 User (SL)	Non-Organization Wide in Open Value
Mobile Asset Management Distance Matrix Per Asset Manual	Non-Organization Wide in Open Value
Bing Maps Internal Website Usage 100K Transactions (SL)	Non-Organization Wide in Open Value
Bing Maps Known Per User (SL)	Non-Organization Wide in Open Value
Bing Maps Light Known 5K User (SL)	Non-Organization Wide in Open Value
Mobile Asset Management Truck Routing Per Asset	Non-Organization Wide in Open Value
Mobile Asset Management Platform (SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Billable Transactions

Each Bing Maps Transactions SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Transactions SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

Mobile Asset Management Per Asset Requirements

The following offers require a license for Mobile Asset Management Per Asset Monthly Subscription:

- Distance Matrix Per Asset Automatic
- Distance Matrix Per Asset Manual
- Truck Routing Per Asset
- Drive Analytics Per Asset

Service Specific Terms

Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to access the services via the Bing Maps Mobile Asset Management Platform. A Service SL must be purchased with at least one of the following qualifying Add-on SLs for each asset:

- Mobile Asset Management for North America Add-on SL (routing or without routing)
- Mobile Asset Management for Europe Add-on SL (routing or without routing), or
- Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

Bing Maps APIs

A Customer with a license to use the Bing Maps Mobile Asset Management Platform Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at https://aka.ms/bingmapsplatformapistou and https://aka.ms/bingmapsplatformsdks/.

Bing Maps Transactions and Users

Authenticated Users

Users that are authenticated by Customer's programs that access the service through the Bing Maps APIs must have a SL.

Bing Maps APIs

A Customer with a license to use Bing Maps Transactions and Users may use Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at https://aka.ms/bingmapsplatformapistou and https://aka.ms/bingmapsplatformsdks/.

Microsoft Defender for Cloud Apps

Availability

Product	Program Attribute
Microsoft Defender for Cloud Apps (User SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None
Frontline Worker License	Microsoft Defender for Cloud Apps F1

Product Conditions - Program Specific	
Qualified User Exemption	All

Service Specific Terms

External User Allowance

In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer's resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

Microsoft Intune

Availability

Product	Program Attribute
Microsoft Intune Plan 1 (User SL)	Non-Organization Wide in Open Value
Microsoft Intune Plan 1 Add-on (User SL)	Non-Organization Wide in Open Value
Microsoft Intune Plan 1 for Devices (Device SL)	Non-Organization Wide in Open Value

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	None
Frontline Worker Licenses	Microsoft Intune Plan 2 Frontline Worker; Microsoft Intune Endpoint Privilege Management Frontline Worke; Microsoft Intune Advance Analytics Frontline Worker; Microsoft Intune Enterprise Application Management Frontline Worker; Microsoft Intune Cloud PKI Frontline Worker; Microsoft Intune Remote Help Frontline Worker

Product Conditions - Program Specific	
Qualified User Exemption	None

Service Specific Terms

Notices

Any deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user.

Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

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 Terms. The Product Terms 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.

Cloud Add-ons to SA

Customer may acquire Cloud Add-on to SA User SLs subject to the following conditions:

1. Customer must have active SA for the corresponding Qualifying Licenses
2. Customer may acquire one Cloud Add-on to SA User SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire Cloud Add-on to SA User SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Cloud Add-on to SA User SLs expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Cloud Add-on to SA User SL term, unless provided otherwise in these terms. Cloud Add-on to SA User SLs may only be reassigned to users with Qualifying Licenses.

Microsoft Intune

Qualifying License(s)	Cloud Add-on to SA User SL(s)
Core CAL Suite	Microsoft Intune Plan 1 Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	
Core CAL Suite	Microsoft Intune Plan 1 for EDU Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	

Microsoft Search in Bing

Service Specific Terms

Microsoft Search in Bing

"Microsoft Search in Bing" means the service that displays enterprise search results from internal resources (e.g. intranet, files, people information) to Customer users who are logged into the service via their work or school account.

Microsoft Search in Bing Privacy

When a user enters a search query in Microsoft Search in Bing, two simultaneous search requests occur: (1) a search of Customer's internal resources, for which the query and results returned are Customer Data for purposes of these Product Terms, and (2) a separate search of public results from Bing.com, for which the query and results returned are not Customer Data. These Product Terms and the DPA apply only to Microsoft Search in Bing. The Microsoft Privacy Statement located at https://go.microsoft.com/fwlink/?LinkId=521839 applies to public search on Bing.com.

Office 365 Developer

Service Specific Terms

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.

Windows Autopatch

Windows Autopatch is available with Windows 10/11 Enterprise E3 subscription (or higher).

Service Specific Terms

Managed Service

Windows Autopatch includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to Professional Services).

Data Handling

Windows Autopatch integrates data (including Customer Data) between other Microsoft Products including Microsoft Entra ID, Microsoft Intune, Office, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Autopatch Integrated Services"). Once data is transferred within the Autopatch Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

Glossary

Terms defined in this Glossary apply unless otherwise defined in product specific terms.

Definitions

Academic Program means Academic Purchasing Account on MPSA, Academic Select License, Select Plus for Academic, Campus and School Agreement, or Open Value Subscription - Education Solutions.

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.

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

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

Azure Capacity Blocks means an advance purchase of a fix-duration block of capacity for a specified Microsoft Azure resource in a specified region, with a scheduled future start date.

Azure compute savings plan means a commitment to spend a specified monetary amount each hour on eligible Microsoft Azure Services for a specified term.

Azure Facial Recognition Services means facial recognition features or functionality included in Azure Services, such as Face; or the facial recognition functionality in Azure Video Analyzer for Media.

Azure Government Services means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the "US Gov" regions identified at http://azure.microsoft.com/en-us/regions/#services.

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

Azure Private MEC Solution means a combined software and hardware private multi-access edge compute offering which includes Azure Network Function Manager.

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

Bing Search Services means the Bing Custom Search, Bing Local Business Search, Entity Search, Image Search, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at https://aka.ms/r1j7jq.

Bing Search Services Data means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

CAL means client access license, which may be assigned by user or device, as appropriate. A user CAL allows access to corresponding version of the server software or earlier versions of the server software from any device by one user. A device CAL allows access to corresponding versions of the server software or earlier versions of the server software from one device by any user. CALs allow access to server software running on Customer's Licensed Servers only.

CAL Equivalent License means a User SL or External Connector License identified in a Product's "Server Software Access" table, or a CAL suite or SL, as identified in CAL and ML Equivalency Licenses, as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the License after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

Client OSE means an OSE running a client operating system.

Cloud Add-on to SA means a User SL that is purchased in addition to (and associated with) a previously acquired Qualifying License (or set of Qualifying Licenses) with Active Software Assurance (SA). A Cloud Add-on to SA User SL is assigned to a single Qualified User (as defined in Customer's Enrollment). For any Cloud Add-on to SA User SL not appearing individually, the license terms applicable to a full User SL for the same service apply.

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

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

Consumption Rates means the prices for metered services and any usage in excess of a specified quantity. Consumption Rates may also be referred to as "Overage Rates" or "Overage" in other Microsoft or Microsoft Azure documents.

Copilot means a Microsoft Generative AI Service that is identified as a ‘Copilot.'

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 Online Services means those Online Services listed as Core Online Services in the Privacy & Security Terms section.

Covered Product means any Azure OpenAI model in Microsoft Foundry Models or any Copilot (excluding free Previews), in either case, that is available for a fee through Microsoft volume licensing or used with a paid subscription to an Online Service.

Covered Suites are Microsoft 365 Business Basic, Microsoft 365 Business Standard, Microsoft 365 Business Premium, Office 365 E1, Office 365 E3, Office 365 E5, Microsoft 365 E3, E5, E7 and any successor or substantially equivalent versions of these suites targeted at knowledge workers in business, enterprise, and public sector organizations.

Customer Data means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Professional Services Data.

Customer Health Bot Application means an application or any set of applications that adds primary and significant functionality to the Azure Health Bot Service and that is not primarily a substitute for the Azure Health Bot Service.

Customer Solution means any application that the Customer makes available to its end users consisting of Customer's applications and the Microsoft Azure Services, whereby Customer's application adds primary and significant functionality and is not primarily a substitute to the Microsoft Azure Services. Customer applications that only provide billing, license management, and/or infrastructure services (e.g., virtual machines, containers, storage, or management for such infrastructure services) do not constitute "primary and significant functionality."

Customize when used in connection with large language or multi-modal models, means to expose a model to Customer Data and instruct the model to use that Customer Data so that the model produces tailored Output Content that is more relevant to a specific customer. When used in connection with Copilots, this is sometimes called "grounding" and the Customer Data used to Customize a model may include information referred to as "grounding data."

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

Data Center Provider means an entity that provides infrastructure or software services, directly or indirectly, to another service provider. Microsoft may also serve as a Data Center Provider through Microsoft Azure.

Data Protection Addendum (DPA) means the Microsoft Products and Services Data Protection Addendum published at https://aka.ms/DPA.

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

EHR means Electronic Health Record.

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

Encounter Documentation means any draft clinical note or other documentation suitable for inclusion in a supported EHR records system and generated as a result from the Output Content.

External Connector License means a License assigned to a Server that permits access to the corresponding version of the server software or earlier versions of the server software by External Users.

External Users means users that are not (a) employees of Customer or its Affiliates, (b) contractors or agents that typically work for Customer or its Affiliates for more than 30 hours on average per week, or (c) contractors or agents that typically work onsite for Customer or its Affiliates on each working day.

Fail-over OSE means an OSE (or an Azure service) in which passive Instances of the server software are running in anticipation of a fail-over event.

First-Party Consumption Services are Microsoft Online Services that are available as Azure meters. These Microsoft services include, but are not limited to, certain Power Platform, Dynamics 365, Microsoft 365 Copilot Chat, Dragon Copilot, W365 for Agents, and GitHub meters.

Foundry Models sold by Azure means an AI model designated here as a Foundry Model sold by Azure.

Foundry Tool means a Microsoft Azure Service or feature thereof designated here as a Foundry Tool. "Foundry Tools" include any open source components incorporated by Microsoft in those services and features.

Frontline Worker License means a license for a Microsoft Product designated with an "F", "FLW", or "Frontline" as identified in the Product Conditions table of product specific terms, which are subject to the Eligibility to Assign Frontline Worker Licenses terms in the Universal License Terms for all Online Services.

GitHub Core Online Services means those Online Services listed as GitHub Core Online Services in the GitHub Offerings section.

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

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

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

Healthcare Intended Uses means use of Dragon Copilot in connection with healthcare encounters (as further described in https://aka.ms/DragonIntendedUse).

Healthcare Recording means all audio recorded or created during, or in connection with, a healthcare encounter captured by Dragon Copilot.

Healthcare Required Authorization means any consent required under applicable laws (which may include laws and regulations pertaining to privacy or security of patients or other personal or medical information of individuals or laws pertaining to wiretaps or consents to make recordings) to: 1) collect, capture, make and/or store Healthcare Recordings; and 2) use or disclose a Healthcare Recording or Customer Data or Personal Data as permitted under Customer's volume licensing agreement.

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.

Input means all Customer Data that Customer provides, designates, selects, or inputs for use by a generative artificial intelligence technology to generate or Customize an output.

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

IoT Device means a computing device that (i) is designed or configured for use primarily with an industry- or task-specific software program that provides the primary functionality of the computing device ("IoT Program"), (ii) uses equal to or less than 16 physical cores, and (iii) is not designed to be marketed or primarily used as a multi-functional Server, or a commercially viable substitute for a multi-functional Server.

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

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

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

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

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

License Mobility through Software Assurance Partner means an entity identified at https://www.microsoft.com/en-us/licensing/licensing-programs/software-assurance-license-mobility and authorized by Microsoft to host customers' software on shared servers.

Licensing Site means http://www.microsoft.com/licensing/contracts or a successor site.

Listed Providers include entities identified by Microsoft at http://aka.ms/listedproviders. Microsoft may identify additional Listed Providers at http://aka.ms/listedproviders from time to time; however, if Customer is using an outsourcer at the time its Authorized Outsourcer status is terminated, then Customer may temporarily continue to use the same entity in its former Authorized Outsourcer capacity for one year from the date of that change in status.

Management License (ML) means a License that permits management of one or more OSEs by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in CAL and ML Equivalency Licenses, as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

Managing an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE. It does not include discovering the presence of a device or OSE.

Metaprompts means instructions coded into a Microsoft Generative AI Service that provide directions to the service for generating Output Content.

Microsoft AI Service means an Online Service or feature thereof that uses artificial intelligence technologies, including any Microsoft Generative AI Service.

Microsoft Azure AI Services means a Microsoft Azure AI Services or features thereof that uses artificial intelligence technologies.

Microsoft Azure Services means the Microsoft services and features identified at http://azure.microsoft.com/services/, except those identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans.

Microsoft Generative AI Service means an Online Service or feature thereof that uses generative artificial intelligence technologies to generate outputs.

Microsoft Translator means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

(no Teams) Suites are the functionality corresponding suites to Covered Suites that exclude Microsoft Teams.

Network Server means a physical hardware server that provides resource assistant to computers in a network. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause in the Universal License Terms.

Nuance Speech Data means Customer's speech data and any associated Personal Data processed by Nuance in connection with Customer's use of Dragon Medical One and/or DAX Copilot.

Non-Microsoft Product means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

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 Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog).

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Output Content means any data, text, sound, video, image, code, or other content generated by a Microsoft Generative AI Service in response to Input.

Personal Data means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Physical Core means a core in a Physical Processor.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

Previews means a preview, beta or pre-release feature, service, software (including supplemental software), or data center location offered by Microsoft for evaluation.

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

Primary Workload means either an OSE in which Instances of the server software are running under the "Use Rights" section of a product entry or an Azure service.

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

Professional Services means Microsoft technical support services and Microsoft consulting services (e.g., for data migration) provided to Customer. "Professional Services" does not include Products.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from a Product) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

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

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

Services Deliverables means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms and machine learning models) other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

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

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

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

Standard means any technology specification created by an organization, consortium, trade association, special interest group, or similar entity whose activities include producing or promoting technology specifications meant for widespread adoption. Standards include, but are not limited to: any version of MPEG-2, MPEG-4 Visual/MPEG-4 Part 2, VC-1, MPEG-4 Part 10/H.264, MPEG-H Part 2/H.265, MPEG-I Part 3/H.266, AAC, HDCP, HDMI, DisplayPort, DivX, JPEG, MJPEG, AC-3/Dolby Digital, AC-4/Dolby Digital Plus, DTS, Dolby TrueHD, DTS-HD, VP8, VP9, AV1, AMR-NB, AMR-WB, EVS, IEEE 802.11[x] (aka WiFi), IEEE 802.16 (aka Wi-MAX), UMTS, EDGE, GPRS, GSM, CDMA, TD-SCDMA, WCDMA, HSxPA, LTE, 2G, 3G, 4G, 5G, Bluetooth (aka IEEE 802.15.1) and their predecessors and successors.

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

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

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

Subprocessor means other processors used by Microsoft to process data.

Telecommunication Service Providers are entities that provide communications services, telephony services, voice or data transmission services, and wireless prepaid services.

Unique Committer is a Licensed User of GitHub Enterprise/Azure DevOps or an offering that includes GitHub Enterprise/Azure DevOps who has made a commit in the last 90 days to any repository with any GitHub Advanced Security functionality activated.

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

Web Workload (also referred to as "Internet Web Solutions") are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer's or its affiliates' employees. Software in Internet Web Solutions is used to run:

- web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent);
- database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions; or
- the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Windows Server Container with Hyper-V isolation (formerly known as, Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one Virtual OSE.

Windows Server Container without Hyper-V isolation (formerly known as, Windows Server Container) is a feature of Windows Server software.

Windows Software Components means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JAVAScript, Debghelp.dll, and Web Deploy technologies are all Windows Software Components.

Attributes

Attributes are identified in the tables in each Product Entry, and indicate rights or conditions applicable to the Products.

Additional Software: Software identified in the Use Rights for Server Products that Customer is permitted to use on any device in conjunction with its use of server software.

Add-ons and From SA: Indicates the Product is available as an Add-on, and/or From SA. For details, refer to the Add-ons and From SA sections for each respective product and online service.

Client Access Requirement: Indicates whether or not a Server Product requires CALs for access by users and devices.

Disaster Recovery: Rights available to SA customers to use software for conditional disaster recovery purposes; refer to Servers - Disaster Recovery Rights section of Software Assurance Benefits.

Down Editions: Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

Extended Term Eligible: Online services that are eligible for an extended term as described in the Enterprise and Enterprise Subscription licensing agreement.

External User Access Requirement: Indicates specific license requirements or options for access by External Users.

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over Instances as described in the Product entry.

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

License Mobility: Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multitenant servers outside their own datacenters; refer to License Mobility section of Software Assurance Benefits.

License Terms: Terms and conditions governing deployment and use of a Product.

Migration Rights: Customer may be able to upgrade from prior versions of the software or other Products under special terms published in the Product Entry or Product List as indicated. Customer may also have non-standard downgrade rights to use prior versions of the same or other Products in place of the licensed version.

Notices: Identifies the notices applicable for a Product; refer to the Notices section for details.

Online Subscription Program (OSP): The Product is available in an Online Subscription program.

Prerequisite: Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

Prerequisite (SA):Indicates that certain additional conditions must be met in order to purchase SA coverage for the Product.

Prior Version: Earlier versions of Product and their Date Available.

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

Product-Specific License Terms, or **Product-Specific Terms**: Indicates the Product-specific terms and conditions governing deployment and use of the Product in the Product Terms, including those in the product specific sections of the Product Terms.

Promotions: Indicates that limited time offers apply to the Product as described in Promotions.

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

Reduction Eligible: An Online Service for which a customer that has an Enterprise Enrollment or Enrollment for Education Solutions can report a reduction in licenses or Allocated Annual prepayment. Enterprise Subscription Enrollment customers may report reductions in accordance with the terms of that Enrollment.

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

Roaming Rights: An SA benefit that permits the Primary User of a Licensed Device certain access and use rights. The Primary User may use a Qualifying Third Party Device to (i) remotely access and use permitted Instances or copies of the software running on Servers (subject to the Outsourcing Software Management clause in the Universal License Terms for all Software), or (ii) locally use a permitted Instance or copy in a Virtual OSE. No other user may use the software under the same License at the same time. Despite anything to the contrary in Customer's volume licensing agreement, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which Customer's users access and use the software and any (other) enterprise product solely under Roaming Rights.

SA Benefits Pool: Indicates the category of the Product for purposes of determining SA Benefits broadly applicable to that Product Pool, as listed in Software Assurance Benefits.

SA Equivalent Rights: Software SLs acquired under a Server and Cloud Enrollment or Microsoft Products and Services Agreement provide the same SA rights and benefits during the term of the Subscription as Licenses with SA coverage.

Self Hosting: An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers - Self Hosted Applications section of Software Assurance Benefits.

Student Use Benefit: The option for Institutions that license a qualifying Product for their Organization-wide count to license a Product for use by their Students at a ratio of 1:15 or 1:40 Students per Education Qualified User or Knowledge Worker (or staff/faculty user) at no additional cost. The qualifying Products and the Products eligible for the Student use, and the applicable ratios are identified in Student Use Benefits and Academic Programs. Such Student Licenses may not be counted toward minimum order requirements. The License Terms for the Products licensed under the Student Use Benefit govern Students' use. Rights to use Products under the Student Use Benefit expire when Student is no longer affiliated with the Institution.

Suite: A Product that is comprised of components that are also licensed separately. A suite is licensed under a single License that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

True-Up Eligible: An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

UTD Discount: An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a License for the corresponding qualifying Product.

Cell Values

Cell Values are used in the Program Availability table in each of each Product Entry to identify how the Product is offered in each program. The volume licensing program agreements define these offering types.

A = Additional Product: The Product is offered as an Additional Product.

AF = Additional Product Faculty: The Product is offered as an Additional Product for the School program and must be licensed on an Organization-wide basis covering all Faculty and Staff.

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

AP = Additional Product in EES 2017: The Product is offered as an Additional Product for the Enrollment for Education Solutions (with a publication date on or after October 2017).

AS = Additional Product School: The Product is offered as an Additional Product for the School program only.

E = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.

ED = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions (with a publication date prior to October 2017) and Open Value Subscription - Education Solutions and must be licensed on an Organization-wide basis covering all Faculty and Staff.

EO = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

EP = Education Platform Product: The Product is offered as an Education Platform Product under the Enrollment for Education Solutions (with a publication date on or after October 2017) and must be licensed on an Organization-wide basis covering all Education Qualified Users or Knowledge Workers or for the full Student Count.

OM = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

OW = Organization-wide: Available under the Organization-wide option.

P = Non-Organization Wide in Open Value: The Product is offered on a non-Organization Wide basis in Open Value.

S = Student Offering School Only: The Product is offered as a Student Offering under School Program only and must be ordered for the full Student Count.

SD = School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under School Program. An SD is counted as three units.

ST = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.

SP = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

UC = United States Government Community Cloud Service: The Online Service is offered as a Government Community Cloud (U.S. only) Service. For UC availability for Online Service suites, refer to the Program Availability table for each of the suite's components.

Other Legal Terms

CAL and ML Equivalency Licenses

Rights to access server software running on Customer's Licensed Servers or to Manage OSEs are available under CAL suites and Online Services SLs. The tables below show the applicable CAL suite or SL that satisfies the License requirement for access to (or management of) the respective Server Product's base or additive functions. CAL suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the Server Product.

Core CAL

The Core Client Access License Suites (Core CAL) generally provides rights to the Base CAL and/or Management License (ML) functionality for the servers listed in the table below.

Servers and corresponding CAL/ML	Core CAL Suite	Core CAL Suite Bridge for Office O365	Core CAL Suite Bridge for Intune	Core CAL Suite Bridge for O365+Intune	Core CAL Suite Bridge for EMS
Exchange Server Subscription Edition Standard Base CAL	X		X		X
Exchange Server Subscription Edition Enterprise Base CAL	X		X		X
SharePoint Server Subscription Edition Base CAL	X		X		X
Skype for Business Server Subscription Edition Base CAL	X		X		X
Windows Server 2025 Standard Base CAL	X	X	X	X	
Windows Server 2025 Datacenter Base CAL	X	X	X	X	
Windows MultiPoint Server 2016 Premium Base (Academic only) CAL	X	X	X	X	
Microsoft Endpoint Configuration Manager Management License	X	X			
System Center Endpoint Protection 1606 Management License	X	X			

Enterprise CAL

The Enterprise Client Access License Suites (ECAL) generally provides rights to both the Base and Additive CAL and/or Management License (ML) functionality.

Note: *A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.*

Servers and corresponding CAL/ML	Enterprise CAL (ECAL) Suite	ECAL Suite Bridge for O365	ECAL Suite Bridge for Intune	ECAL Suite Bridge for O365+Intune EMS	ECAL Suite Bridge for EMS
Exchange Server Subscription Edition Standard Base CAL	X		X		X
Exchange Server Subscription Edition Standard Additive CAL	X		X		X
Exchange Server Subscription Edition Enterprise Base CAL	X		X		X
Exchange Server Subscription Edition Enterprise Additive CAL	X		X		X
SharePoint Server Subscription Edition Base CAL	X		X		X
SharePoint Server Subscription Edition Additive CAL	X		X		X
Microsoft Audit and Control Management Server 2013 Base CAL	X		X		X
Skype for Business Server Subscription Edition Base CAL	X		X		X
Skype for Business Server Subscription Edition Additive CAL	X		X		X
Windows Server 2025 Standard Base CAL	X	X	X	X	
Windows Server 2025 Standard Additive CAL (RMS)	X	X	X	X	

Servers and corresponding CAL/ML	Enterprise CAL (ECAL) Suite	ECAL Suite Bridge for O365	ECAL Suite Bridge for Intune	ECAL Suite Bridge for O365+Intune EMS	ECAL Suite Bridge for EMS
Windows Server 2025 Datacenter Base CAL	X	X	X	X	
Windows Server 2025 Datacenter Additive CAL (RMS)	X	X	X	X	
Windows MultiPoint Server 2016 Premium Base CAL (Academic only)	X	X	X	X	
Windows MultiPoint Server 2016 Premium Additive CAL (RMS) (Academic only)	X	X	X	X	
Advanced Threat Analytics 2016 Management License	X	X		X	
Microsoft Endpoint Configuration Manager Management License	X	X			
System Center Endpoint Protection 1606 Management License	X	X			

Enterprise Mobility + Security

Note: *With the exception of Advanced Threat Analytics 2016 and Microsoft Endpoint Configuration Manager, users licensed through Student Use Benefits do not satisfy the License requirement for access to (or management of) the Products in this table.*

Servers and corresponding CAL/ML	EMS E3	EMS E5
Windows Server 2025 Standard Base CAL	X	X
Windows Server 2025 Standard Additive CAL (RMS)	X	X
Windows Server 2025 Standard Additive CAL (MIM)	X	X
Windows Server 2025 Datacenter Base CAL	X	X
Windows Server 2025 Datacenter Additive CAL (RMS)	X	X
Windows Server 2025 Datacenter Additive CAL (MIM)	X	X
Windows MultiPoint Server 2016 Premium Base CAL (Academic only)	X	X
Windows MultiPoint Server 2016 Premium Additive CAL (RMS) (Academic only)	X	X
Advanced Threat Analytics 2016 Management License	X	X
Microsoft Endpoint Configuration Manager Management License	X	X
System Center Endpoint Protection 1606 Management License	X	X
System Center Service Manager Management License	X	X

Office 365

Note: *Office 365 Nonprofit E1 does not satisfy the License requirement for access to (or management of) the Products in this table.*

Servers and corresponding CAL/ML	Office 365 E1	Office 365 E3	Office 365 E5
Exchange Server Subscription Edition Standard Base CAL	X	X	X
Exchange Server Subscription Edition Standard Additive CAL		X	X
Exchange Server Subscription Edition Enterprise Base CAL	X	X	X
Exchange Server Subscription Edition Enterprise Additive CAL		X	X
SharePoint Server Subscription Edition Base CAL	X	X	X
SharePoint Server Subscription Edition Additive CAL		X	X
Skype for Business Server Subscription Edition Base CAL	X	X	X
Skype for Business Server Subscription Edition Additive CAL (Enterprise)	X	X	X
Skype for Business Server Subscription Edition Additive CAL (Plus)			X
Microsoft Audit and Control Management Server 2013 Base		X	X

Microsoft 365

Servers and corresponding CAL/ML	M365 F1/F3	M365 E3	M365 E5/E7
Exchange Server Subscription Edition Standard Base CAL		X	X
Exchange Server Subscription Edition Standard Additive CAL		X	X
Exchange Server Subscription Edition Enterprise Base CAL		X	X
Exchange Server Subscription Edition Enterprise Additive CAL		X	X
SharePoint Server Subscription Edition Base CAL		X	X
SharePoint Server Subscription Edition Additive CAL		X	X
Microsoft Audit and Control Management Server 2013 Base		X	X
Skype for Business Server Subscription Edition Base CAL		X	X
Skype for Business Server Subscription Edition Additive CAL (Enterprise)		X	X
Skype for Business Server Subscription Edition Additive CAL (Plus)			X
Windows Server 2025 Standard Base CAL	X	X	X
Windows Server 2025 Standard Additive CAL (RMS)	X	X	X
Windows Server 2025 Standard Additive CAL (MIM)	X	X	X
Windows Server 2025 Datacenter Base CAL	X	X	X
Windows Server 2025 Datacenter Additive CAL (RMS)	X	X	X
Windows Server 2025 Datacenter Additive CAL (MIM)	X	X	X
Advanced Threat Analytics 2016 Management License	X	X	X
Microsoft Endpoint Configuration Management License	X	X	X
System Center Endpoint Protection 1606 Management License	X	X	X
System Center Service Manager Management License	X	X	X

Notices

Where indicated in the Use Rights or Service Specific Terms section of each Product entry, the following notices apply:

Notice about Internet-based Features

Software Products may contain features that connect and send information over the Internet, without additional notice to Customer, to Microsoft's systems and those of its Affiliates and service providers. Use of that information is described in the terms accompanying the internet-based features, Product documentation, and Microsoft Privacy Statement (aka.ms/privacy). Unless stated otherwise, Microsoft is a controller of Personal Data processed in connection with Customer's use of Internet-based features in software Products. When Microsoft is a controller for Internet-based features, Microsoft will handle the Personal Data in accordance with the Microsoft Privacy Statement (aka.ms/privacy), and the Data Protection Addendum terms do not apply.

Notice about Malware protection

Microsoft cares about protecting customers' devices from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

Notice about H.265/HEVC Video Standard

The software may include H.265/HEVC coding technology. Access Advance LLC requires this notice:

IF INCLUDED, THE H.265/HEVC TECHNOLOGY IN THIS SOFTWARE IS COVERED BY ONE OR MORE CLAIMS OF THE HEVC PATENTS LISTED AT: PATENTLIST.ACCESSADVANCE.COM. DEPENDING ON HOW YOU OBTAINED THE SOFTWARE, THIS PRODUCT MAY BE LICENSED UNDER THE HEVC ADVANCE PATENT PORTFOLIO.

If this software is installed on a Microsoft device, additional licensing information can be found at: https://www.aka.ms/HEVCVirtualPatentMarking.

Notice - Availability of Microsoft (no Teams) Suites in the EEA

This Notice applies to customers in the European Economic Area (EEA) who purchase through Microsoft's commercial licensing programs with a billing account that is in the EEA.

Such customers have the right to purchase (no Teams) Suites (and those in multi-year agreements may switch to (no Teams) Suites at their next annual order) at a price below the price of the corresponding Covered Suites. Customers are also eligible to receive the same percentage discount (whether negotiated or offered as a promotion and whether implemented as a price reduction or as a rebate) on the (no Teams) Suites that is offered on the corresponding Covered Suites. These (no Teams) Suites may be used with competitors to Teams if the customer purchases a competing solution.

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Notice about Adobe Flash Player

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

Notice about Communication Services

Certain Online Services provide services for voice and text communications ("Communication Services"). These Communication Services are provided by Microsoft through the Microsoft Affiliate or other service provider authorized to administer them. Pricing for Communication Services may include applicable taxes and fees. Communication Services terms may vary from country to country. All included taxes, fees and terms for Communication Services are disclosed in the terms of use available on the Volume Licensing site at https://aka.ms/CommunicationServicesTerms. If an Online Service enables you to access voice and text communication features provided by third parties those services are provided under separate terms directly between you and the third party. Microsoft is not the provider of, and does not manage billing or support for, any such third-party communication services.

Notice about H.264/AVC Video Standard and VC-1 Video Standard

This software may include H.264/AVC and VC-1, compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, AND THE VC-1 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 H.264/AVC, VC-1 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.

Professional Services

Customer's right to use Professional Services are subject to these Product Terms. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services. In the event of a conflict between these Product Terms and any separate agreement, the most current terms or agreement governing the Professional Services will control. If Customer's volume licensing agreement is a Microsoft Business Agreement version dated prior to September 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, these Product Terms will apply to any Professional Services purchased and used by Customer.

Data protection and security terms for Professional Services Data are in the DPA. When used in the sections listed below, the defined term "Professional Services" includes Supplemental Professional Services, and the defined term "Professional Services Data" includes data obtained for Supplemental Professional Services.

Warranties; Obligations of the Parties

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft of such performance failure within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price Customer paid for them. The foregoing is Customer's sole remedy for breach of the

Professional Services warranty. Notwithstanding the foregoing, **Services Deliverables that are provided without charge are provided "AS-IS," WITHOUT ANY WARRANTY. Except for the limited warranty above, Microsoft provides no 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.**

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

Acceptable Use Policy

Customer must not (and is not licensed to) use the Services Deliverables:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others; or
- in any application or situation where use of the Services Deliverables could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High Risk Use section below.

High Risk Use

WARNING: Modern technologies may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The Services Deliverables are not designed or intended to support any use in which a service interruption, defect, error, or other failure of a Services Deliverable could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High Risk Use"). Accordingly, Customer must design and implement the Services Deliverables such that, in the event of any interruption, defect, error, or other failure of the Services Deliverables, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High Risk Use of the Services Deliverables is at its own risk. Customer agrees to defend, indemnify and hold Microsoft harmless from and against all damages, costs and attorneys' fees in connection with Customer's High Risk Use. The foregoing indemnification obligation is in addition to any defense obligation set forth in Customer's separate agreement and is not subject to any limitation of, or exclusion from, liability contained in such agreements.

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. For Professional Services and Services Deliverables provided free of charge and Services Deliverables that Customer 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. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services or Services Deliverables. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability limited to Customer Data and Professional Services Data, which remain subject to the limitations and exclusions above); or (2) violation of the other party's intellectual property rights.**

Use, Ownership, and License Rights

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix is licensed under the same 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 Fix will apply.

Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services or Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. If Customer chooses to disclose its source code to Microsoft during a Professional Services engagement, then prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing.

Services Deliverables License

Upon payment in full for fee based Professional Services, otherwise upon delivery, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to and in accordance with these Product Terms, the terms and conditions in Customer's volume licensing agreement and any agreed statement of services. Some Services Deliverables and third-party content may be provided under a separate license, such as an open source license. In the event of a conflict between these Product Terms and any separate license, the separate license will prevail with respect to the Services Deliverables or third-party content that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

Retained Rights

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in these terms. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

License Restrictions

Customer must not (and is not licensed to) (1) reverse engineer, decompile, disassemble or work around any technical limitations in any Product, Fix, or Services Deliverable except to the extent that applicable law doesn't allow this restriction, (2) install or use non-Microsoft technology in a way that would subject Microsoft's intellectual property or technology to any other license terms, or (3) work around any technical limitations in a Product, Fix, or Services Deliverable or restrictions in Product Documentation. Except as expressly permitted in Customer's separate agreement and any agreed statement of services or separate license, or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately, or (2) distribute, sublicense, rent, lease, lend, sell, offer for sale or otherwise make available any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Feedback

"Feedback" means expertise and knowledge, including industry knowhow, as well as comments, input and suggestions regarding the Services Deliverables, Professional Services and the products, technologies, services, or any components of the foregoing, whether pre-release or commercially released, of either Microsoft or Customer. Neither Microsoft nor Customer are required to provide Feedback to the other in connection with Professional Services, but if a party in its sole discretion does provide Feedback, both parties agree that the receiving party should be free to use such Feedback without obligation. Accordingly, to the extent that the party providing Feedback owns or controls copyrights or trade secrets covering such Feedback, that party grants to the receiving party and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license in such intellectual property to: (1) to make, use, modify, distribute, create derivative works and otherwise commercialize the Feedback as part of Microsoft's or Customer's products, technologies, services or any of their components, including without limitation pre-release and commercially released versions of such offerings; and (2) sublicense to third parties the foregoing rights, including the right to grant further sublicenses. Neither party will provide any Feedback subject to any terms that would impose any obligation on or require attribution by the receiving party. Any party receiving Feedback further acknowledges that (1) it has sole and absolute discretion regarding whether it implements such Feedback; (2) it shall base its offerings and marketing plans solely on its own independent research and analysis; and (3) it assumes all risks associated with any implementation of such Feedback.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables, including without limitation when Customer asks Microsoft to use or modify such third-party content.

Use of Technical Information from Professional Services

Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's confidential information as part of such use.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of these Professional Services terms and Customer's volume licensing agreement.

Government Customers

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Availability

Described below are some of the Professional Services that are available for purchase through Microsoft Volume Licensing. Additional Professional Services may be available and will be described in Customer's Enterprise Services Work Order or other applicable Statement of Services. Contact Microsoft for the purchase of any additional Unified or Premier Support services that are not available for purchase through Microsoft Volume Licensing.

Microsoft Support Services

Microsoft Support Services are a set of comprehensive enterprise support services. Microsoft Unified or Premier Support, including Enhanced Services and Solutions, are available for purchase through Microsoft Volume Licensing.

Microsoft Unified Support

Unified Support services are sold in packages and described in the applicable services description document.

- Unified Advanced and Performance support services are delivered as described in the Support & Consulting Services Description ("SCSD") located at https://www.microsoft.com/en-us/microsoftservices/support-consulting-services-description.
- Unified Enterprise support services are delivered as described in the Unified Enterprise Support Services Description ("USSD") located at https://www.microsoft.com/unified-support-services-description.

Microsoft Premier Support

Premier Support services are sold in packages as described in the Enterprise Services Description of Services ("Description of Services"), located at https://www.microsoft.com/en-us/microsoftservices/description-of-services.

Microsoft Viva Glint Professional Services Offerings

Definitions

Qualified Customers means Customers that had an active subscription for Legacy Glint Services within 120 calendar days prior to purchasing Viva Glint.

Eligible Users means users who have an active license for Viva Glint Professional Services.

Legacy Glint Services means Glint Engage, Glint Engage and Lifecycle, and Glint People Success as set forth in Customer's most recently active LinkedIn Order Form(s) as defined at https://www.linkedin.com/legal/l/lsa.

Entitlement Term means the period from Eligible Customer's purchase of Viva Glint Professional Services until the earliest of 1) expiration of Eligible Customer's Viva Glint Professional Services enrollment; 2) migration of Eligible Customer's data from Legacy Glint Services to Viva Glint; 3) the date that Qualified Customer declines migration of its data from Legacy Glint Services to Viva Glint; or 4) termination of Eligible Customer's Viva Glint enrollment, Viva Glint Professional Services enrollment, or volume licensing agreement.

Purchasing Minimums

Viva Glint Professional Services are only available for purchase by Qualified Customers who have purchased the Minimum QTY of Base Licenses set forth in the table below.

Viva Glint Professional Services	Minimum QTY	Base Licenses
Glint Customer Success Platinum Administration	40,000	Viva Glint (standalone or suite)
Glint People Science Essentials	1,000	Viva Glint (standalone or suite)
Glint People Science Premium	5,000	Viva Glint (standalone or suite)

Reduction Eligibility

Customers can report a reduction in licenses for Viva Glint Professional Services.

Legacy Glint Entitlement

Purchase of certain Viva Glint Professional Services entitles Qualified Customers to give Eligible Users access to the equivalent Legacy Glint People Science Services (as set forth in the table below) during the Entitlement Term.

Customer's access to and use of Legacy Glint Services are governed by the terms set forth in Customer's most recently active LinkedIn Order Form(s) for Legacy Glint Services. No Microsoft terms, including without limitation the Microsoft Product Terms, DPA, or any agreements between Customer and Microsoft shall apply to Legacy Glint Services.

Viva Glint Professional Services	Legacy Glint People Science Services
Glint People Science Essentials	Glint PS Thought Partnership (C_PS-THGT-PARTNER; Product Id 5069185)
Glint People Science Premium	Glint PS Glint Led (C_PS-GL-LED; Product Id 5069165)
Glint Customer Success Platinum Administration	Glint PS Platinum Admin (C_PS-GL-PLATADMIN; Product Id 5069175)

Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Online Services in the Open Programs

Under the Open License, Open Value, and Open Value Subscription programs, the subscription period for Online Services starts at the time of product key activation and not the time of order. Once the product key is activated, Microsoft will not accept return requests submitted by Microsoft's partners.

Customer qualifies for the Open Value program with a minimum purchase of 5 licenses. Online Services User Subscription Licenses (User SLs) can be counted toward the minimum quantity of 5 licenses. However, 5 User SLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any User SLs.

Promotions

There are no active Promotions.

Software Assurance Benefits

Purchasing & Renewing Software Assurance

For information about purchasing and renewing Software Assurance, see "Purchasing & Renewing Software Assurance".

Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally Customer's actual dollars spent, but is an approximation of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership ("SAM") is required for some benefits. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office for the web, Office Online Server	X		
Enterprise Source Licensing Program		X	
Enterprise Sideloading		X	
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Workplace Discount Program	X		
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
Servers - Disaster Recovery Rights			X
License Mobility			X
Servers - Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

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

Office for the web services and Office Online Server

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

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

Users must also be licensed for SharePoint Online or OneDrive to access Office for the web services.

Planning Services

Planning Services have been retired from SA benefits on February 1st, 2021.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Training Vouchers have been retired from SA benefits on February 1st, 2021.

Microsoft Workplace Discount Program

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

Online Services

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

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

Software

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

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

Qualifying Desktop Application	Corresponding Workplace Discount Program License
Visio Standard 2016/2019/2021	Visio Professional 2021 HUP
Visio Professional 2016/2019/2021	
Project Standard 2016/2019/2021	Project Professional 2021 HUP
Project Professional 2016/2019/2021	

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

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

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

For more information on the Microsoft Workplace Discount Program, refer to http://www.microsoft.com/licensing or https://aka.ms/workplacediscountprogram.

Step-Up License Availability

The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Licensing Brief: Microsoft Step-Up Licenses (https://aka.ms/licensingbrief-stepups).

Step Up From	Step Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter

Step Up From	Step Up To
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Sales On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Customer Service On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Operations Activity On-premises CAL
Microsoft Dynamics 365 Operations Activity On-premises CAL	Microsoft Dynamics 365 Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Server Standard Core	SQL Server Enterprise Core
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional
Visual Studio Professional Subscription	Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription	Visual Studio Enterprise Subscription
Windows Server Standard	Windows Server Datacenter

Servers – Disaster Recovery Rights

For each Instance of eligible server software Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, it may temporarily run a backup Instance in a Physical OSE or Virtual OSE on either, another one of its Servers dedicated to disaster recovery, or, for Instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup Instance is managed by Azure Site Recovery to Azure. The License Terms for the software and the following limitations apply to Customer's use of the backup Instance. Any dedicated Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the Outsourcing Software Management clause.

Permitted Use of Backup Instances

The backup Instance can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days;
- During a disaster, while the production Server being recovered is down; and
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery Server.

Using the Azure Hybrid Benefit for Disaster Recovery

Customer optionally may use Windows Server under the Azure Hybrid Benefit for backup Instances run and managed on Microsoft Azure Services using Azure Site Recovery. In this case, notwithstanding anything to the contrary in the Microsoft Azure License Terms governing Azure Hybrid Benefit, Customer will be permitted to concurrently deploy the same Windows Server Standard Licenses on Microsoft Azure Services under Azure Hybrid Benefit for purposes of testing and during recovery (as described in "Permitted Use of Backup Instances" above) and on the Licensed Servers running the corresponding production workloads. Furthermore, Customer may resume running the same production workloads on the Licensed Servers as contemplated in this Disaster Recovery Rights provision, notwithstanding any limitations on License reassignment.

Requirements for Disaster Recovery Use

In order to use the software under disaster recovery rights, Customer must comply with the following terms:

- The OSE on the disaster recovery Server must not be running at any other times except as above.
- The OSE on the disaster recovery Server may not be in the same cluster as the production Server.
- Use of the software backup Instance should comply with the License Terms for the software.
- Once the disaster recovery process is complete and the production Server is recovered, the backup Instance must not be running at any other times except those times allowed here.

- Maintain SA coverage for all CALs, External Connector licenses and Server Management Licenses under which it accesses the backup instance and manage the OSEs in which that software runs.
- Customer's right to run the backup Instances ends when Customer's Software Assurance coverage ends.

Additional Permitted Use of Windows Server

Other than backup instances run on Microsoft Azure Services, Windows Server License is not required for the disaster recovery Server if the following conditions are met:

- The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production Server at a primary site to a disaster recovery Server.
- The disaster recovery Server may be used only to:
  - run hardware virtualization software,
  - such as Hyper-V, provide hardware virtualization services,
  - run software agents to manage the hardware virtualization software,
  - serve as a destination for replication, receive replicated Virtual OSEs, test failover, await failover of the Virtual OSEs, and
  - run disaster recovery workloads as described above.
- The disaster recovery Server may not be used as a production Server.

License Mobility

License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its Licenses which are designated as having License Mobility and for which it has SA to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its Licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;
- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its OSEs that it uses on shared servers; and/or
- Manage its OSEs that it uses on its servers using software that it runs on shared servers.

Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its OSEs on shared servers under the terms of its volume licensing agreement;
- Deploy its Licenses only with Microsoft Azure Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility verification form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move Instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility

through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. License Mobility through SA rights also apply to Listed Providers' Servers that are dedicated to Customer's use, subject to these same terms and conditions. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Per Core/CAL	External Connector Licenses	Each External Connector License with active SA coverage	1 OSE per license
Server/CAL	SQL Server	Each Server License with active SA coverage	1 OSE per license
Per-Core	All eligible Products	Each Core License with active SA coverage	One virtual core (subject to the product use rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center 2012 R2 Standard	Each Management License with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2012 R2 Datacenter	Each Management License with active SA coverage	10 Managed OSEs per Licensed Server
Management Servers	System Center 2025 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2025 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

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

Servers - Self Hosted Applications

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

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

Requirements

Customer must have the required Microsoft Licenses and SA for:

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

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

- licensed through a Volume Licensing program; and
- eligible for Self Hosting under these License Terms.

Any Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the Outsourcing Software Management clause. Customer may also use License Mobility in conjunction with Self Hosted Applications.

Customer's 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 under the day to day control of Customer or a third party other than the end user of the Unified Solution (the Unified Solution may not be loaded onto the end user's device); and
- be owned, not licensed, by it, except that its software may include non-substantive third party software that is embedded in, or operates in support of, its software.

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

Extended Security Updates

Customer may purchase Extended Security Updates ("ESU") coverage for Licenses with SA coverage and equivalent Subscription Licenses.

License Requirements

ESU Coverage is required for each core or server License assigned to the Licensed Server or OSE if using License Mobility, subject to the same license minimums. ESU coverage is not required (nor available) for CALs or External Connector Licenses; however, Customer must have active SA (or equivalent Subscription Licenses) for CALs and External Connector Licenses permitting access to Servers with active ESU coverage.

Coverage Eligibility

For any given Server, Customer may acquire ESU coverage for years two and three of the offering only if Customer also acquired coverage for the preceding year. ESU coverage is not required to be co-terminus with SA coverage or SA equivalent Subscription Licenses; however, Customer must have a minimum of one month of qualifying SA coverage or Subscription License term remaining at the beginning of the actual coverage period for each year of ESU coverage purchased (i.e., during year one, year two or year three).

Use of Updated Software

Except as follows, server software that is updated through ESU coverage may be used only under licenses that have ESU coverage.

1. Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
2. Customer may apply updates provided under their ESU coverage to software Customer licenses and uses solely for development, test and related purposes under corresponding Developer edition licenses or Visual Studio subscriptions.
3. Customer may use updated software under licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack.

Covering Hosted Workloads

Customer may also purchase ESU coverage for workloads running on Authorized Services Providers' servers under License Included offerings. "Authorized Services Providers" means services providers listed at http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx. "License Included" means Customer is licensing Windows Server or SQL Server through the Authorized Services Provider, and is not redeploying its licenses. Customer must acquire ESU licenses for all of the Virtual Cores in a Virtual OSE subject to a minimum of 8 (eight) for Windows Server and 4 (four) for SQL Server.

Azure Stack Workloads

Customer may have access to ESUs for its licensed SQL Server, Windows Server, and Window 7 workloads running on Azure Stack. The requirements to purchase ESU coverage and to access updated server workloads only under CALs with SA coverage are waived solely with respect to SQL Server, Windows Server, and Windows 7 Instances Customer is running on Azure Stack.

Support

Extended Security Updates licenses (ESUs) do not include support unless the customer is covered by one of the following support plans: Pay Per Incident, Unified, and Premier Support for Partners. Support for Products with ESU coverage is limited to the following issues:

- Deployment, installation, and activation of ESU keys, license and updates
- Bugs/regressions introduced with the installation of a security update
- Troubleshooting services and assistance to resolve known and documented issues related to the underlying operating systems.

Support for Products with ESU coverage does not include general technical support and troublesome assistance for the underlying products except as specified above. Issue resolution is not guaranteed.

Azure Hardware Terms

This section includes the additional or alternative terms that apply to hardware Products that are identified below. If there is a conflict between the provisions of this section and that of the Product Terms, this section shall govern and control for that hardware Product.

Azure Data Box Hardware Terms

The terms and conditions located at https://docs.microsoft.com/azure/databox/data-box-hardware-additional-terms are incorporated by reference into these hardware terms.

Definitions

Azure Storage means the Microsoft-managed cloud service that provides data storage.

Azure Storage Account means an account that enables Customer to access and store its information using the Azure Storage service.

Data Box Device means a hardware device, including Data Box Software, that Microsoft may provide for Customer's temporary use in transporting data between its premises and the Azure datacenter. The family of Data Box Devices includes Data Box, Data Box Disk, and Data Box Heavy, and successors.

Data Box Software means all software provided on or in connection with a Data Box Device, including all tools, updates, and associated documentation.

Designated Azure Data Center means the Microsoft Azure data center designated by Microsoft as the data center to which Customer will return the Data Box Device, which may be different than the data center where Customer prefers to store its data and/or the location of Customer's Azure Storage Account.

Microsoft Azure Data Box Service or **Service** means the Microsoft Azure service that enables customers to store and transfer large amounts of data to and from data centers on the Data Box Device. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Data Box Software

The Data Box Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting data as enabled by the Data Box Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation; (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use non-Microsoft software or technology with Data Box Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

Azure Service Terms

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription agreement as described at https://azure.microsoft.com/support/legal/. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Data Box Device as part of the Service.

Product Use Rights

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Data Box Device to transport and transfer data.

Customer Determination of Appropriateness. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in the Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

No Transfer or Access. Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Data Box Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Data Box Device (including the Software).

Disclaimer of Warranty

THE DATA BOX DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Azure Stack Edge Hardware Terms

The terms and conditions located at https://docs.microsoft.com/azure/databox-online/azure-stack-edge-add-hardware-terms are incorporated by reference into these hardware terms.

Definitions

"**Azure Stack Edge Device**" means hardware devices, including Software, that are offered as part of Azure Stack Edge family of devices as described at https://azure.microsoft.com/products/azure-stack/edge/.

"Azure Stack Edge Service" or "Service" means the Azure service that enables customers to receive, provision, use and manage an Azure Stack Edge Device. For clarity, the Service includes without limitation, any associated technology or functionality (e.g., creating a share), information, materials, and Service updates.

"**Software**" means all software provided on or in connection with an Azure Stack Edge Device, including all tools, updates, and associated documentation.

Azure Services Terms

These Azure Stack Edge Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Azure Stack Edge Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription as described at https://azure.microsoft.com/support/legal/. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Azure Stack Edge Device as part of the Service.

Use of Azure Stack Edge Device and Software

Conditions for Azure Stack Edge Use

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Azure Stack Edge Device, provided that Customer implements the following:

1. **Data Protection**. Customer is responsible for protection, including retaining backup copies of customer data stored on the Azure Stack Edge Device in the event of device failure, loss, or destruction.
2. **Customer Determination of Appropriateness**. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Azure Stack Edge Device as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
3. **No Transfer or Access**. Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Azure Stack Edge Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Azure Stack Edge Device (including the Software).
4. **Accreditation**. To the extent that Customer is a governmental entity, Microsoft also grants Customer the right to place the Azure Stack Edge Device through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top-secret domain.

Software

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software only with the Azure Stack Edge Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Azure Stack Edge Device; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Azure Stack Edge Device documentation ; (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology with the Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do

not and, in that case, Customer may do so only as the law allows. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Azure Stack Edge Device, the separate license terms for those modules or agents will govern and control for the use of such modules or agents.

Activation/Consent for Internet-based Services

Activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, including device properties (e.g., node, chassis and component numbers, software and firmware versions, timestamps of registration, etc.) and Customer environment details (e.g., time and update server IP address).

Microsoft uses this information to make the Internet-based services available to Customer. By using the Azure Stack Edge Device and Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

Microsoft may make updates available for the Azure Stack Edge Device. To continue to receive Azure Stack Edge support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

Survival

The sections titled Azure Services Terms, Software, Survival, and Disclaimer of Warranty will survive expiration or termination of these Additional Terms.

Disclaimer of Warranty

THE AZURE STACK EDGE DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Azure Stack Hub Ruggedized Hardware and Azure Stack Hub Datacenter Hardware Terms

These Hardware Terms apply to Azure Stack Hub Ruggedized and Azure Stack Hub Datacenter Devices.

Definitions

Documentation means the Azure Stack Hub Ruggedized and Azure Stack Hub Datacenter user documentation set forth in https://aka.ms/azurestackhub.

Appliance means an integrated hardware system, including Software, that Microsoft may offer as part of the Azure Stack family of Appliances as described at https://azure.microsoft.com/en-us/overview/azure-stack/, for Customer's use at Customer's designated premises.

Service means the Azure service that enables Customers to receive, provision, use, and manage the Appliance in running Azure services. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Software means all software in object code form provided on or in conjunction with an Appliance, including all tools, updates, and associated documentation.

Azure Service Terms; Limitations

Azure Service Terms

These Stack Hub Appliance Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Appliance as part of the overall Service. Customer's use of the Service is also subject to the Azure Service Agreement and Terms located at https://azure.microsoft.com/en-us/support/legal/, which includes without limitation, the Customer's customer or other license agreement and the Product Terms. These Additional Terms supplement but do not amend or modify any existing terms in the Azure

Service Agreement and Terms. If there is a conflict between these Additional Terms and any of the terms comprising the Azure Service Agreement and Terms, the Additional Terms will govern and control for purposes of the use of the Appliance as part of the Service.

Limitations

Microsoft is not obligated to continue to make the Appliance or any other hardware product available in connection with the Service. The Appliance may not be available in certain regions or jurisdictions, and even where it is, it is subject to availability. Microsoft is not responsible for delays related to the Service that are outside of its direct control. Microsoft reserves the right to refuse to offer the Service and corresponding Appliance to anyone in its sole discretion and judgment. Microsoft may suspend the Service in its discretion in accordance with the terms for Microsoft Azure services under the Universal License Terms for Online Services.

Use of the Appliance and Software

Conditions for Appliance Use

Subject to the payment of applicable fees, Microsoft grants Customer permission to use to the Appliance, provided that Customer implements the following:

1. **Data protection**. Customer agrees to take certain precautions regarding its customer data: (i) Back up and protect all data prior to copying to and storing on the Appliance; (ii) do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Appliance to Microsoft; and (iii) Apply updates as set forth herein and perform preventative maintenance as recommended by Microsoft.
2. **Customer Determination of Appropriateness**. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Appliance as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
3. **Deployment pre-requisites and facility assessment**. Customer agrees to meet Microsoft's requirements necessary to support the installation, use, maintenance, and removal of the Appliance.
4. **No Transfer or Access**. Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Appliance, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Appliance (including the Software).

Accreditation

To the extent that the Customer is a governmental entity, Microsoft also grants Customer the right to place the Appliance through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top secret domain.

Software

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software with the Appliance, and for no other purpose. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Appliance; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Appliance documentation (if any); (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. Subject to the foregoing limitations, Customer's use of the Software is subject to the software license terms presented to or otherwise made available to Customer in connection with the Appliance, and also includes without limitation, any separate license terms for any separate modules or agents to run additional Azure services on or in connection with the Appliance. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Appliance, the separate license terms for those modules or agents shall govern and control for the use of such modules or agents.

Restrictions on Benchmarking

Customer may not use the Software for comparisons or "benchmarking," except for Customer's internal purposes, nor publish or disclose the results thereof.

Activation/Consent for Internet-based Services

If activation of the Software is necessary, activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, as described in the Documentation. Microsoft uses this telemetry to make the Internet-based services available to Customer. By using the Appliance and Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

Microsoft may make Software updates available for the Appliance. If updates are made available, the updates from Microsoft will be licensed by Microsoft and any third-party updates will be licensed by the applicable third party. In order to continue to receive Appliance support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates in compliance with Microsoft's published or provided policy.

Delivery, Deployment, and Use of the Appliance

- **Delivery**. The Service and the Appliance are offered as a Microsoft first party service under these Additional Terms and the Azure Service Agreement and Terms, and by which Microsoft will deliver the Appliance to Customer's specified location ("Customer Specified Location"), subject to Service and Appliance availability.
- **Deployment**. Microsoft will initiate and complete the deployment of the Appliance at the Customer Specified Location, which can typically take up to fifteen (15) days.
- **Use**. As part of the Service, Microsoft allows Customer to use the Appliance for as long as the Customer has an active subscription to the Service, which use includes but is not limited to, use of the hardware, hardware support, and basic software infrastructure services (e.g., storage, compute, including virtual machines and containers). As part of the deployment and use of the Service and the Appliance, Customer agrees to provide assigned resources at the level reasonably requested by Microsoft to address pre-requisite activities, information, items for deployment, and ongoing management.
- **Optional Services**. Customer may use and subscribe to additional, optional services in connection with the Service and Appliance that will be subject to a separate fee or subscription.

Title and Risk of Loss; Shipment and Return Responsibilities

Title and Risk of Loss

All right, title and interest in each Appliance is and shall remain the property of Microsoft, and except as expressly set forth in these Additional Terms, no rights are granted to any Appliance (including under any patent, copyright, trade secret, trademark or other proprietary rights). Customer will compensate Microsoft for any loss, damage or destruction to or of any Appliance while it is at any of Customer's locations or in the circumstances described in Section "Responsibilities if a Government Customer Moves the Appliance between Customer's Locations," with the exception of expected wear and tear, which includes minor damage (e.g., dings and dents) that do not compromise the structure or functionality of the Appliance. Customer is responsible for inspecting the Appliance upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at adbeops@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage (other than expected wear and tear) to, the Appliance once it has been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Appliance for return delivery.

Microsoft may charge Customer a lost device fee for the Appliance (i) if the Appliance is lost or materially damaged while it is Customer's responsibility as described in the previous sentence, or (ii) if Customer does not return the Appliance to the Microsoft-designated carrier for return or Microsoft pursuant to Section "Shipment and Return of the Appliance" below, within 30 days from the end of Customer's use of the Service. Microsoft reserves the right to change the fee charged for lost or damaged devices, including but not limited to, by charging different amounts for different device form factors.

Shipment and Return of the Appliance

Customer will be responsible for a one-time, per Appliance metered shipping fee for shipping costs and return logistics ("Logistics Fee"), in addition to any taxes, or applicable customs fees. The Logistics Fee includes shipping, setup, refurbishment, data destruction, and coverage for loss of the Appliance in transit. When returning an Appliance to Microsoft, Customer agrees to package and ship the Appliance in accordance with Microsoft's instructions, including the use of a carrier designated by Microsoft and the packaging materials provided by Microsoft. Customer is responsible to remove Customer's data from the Appliance prior to returning it to Microsoft, and follow any Microsoft issued processes for wiping or clearing the Appliance.

Disposition at End of Life

Notwithstanding the foregoing, if Microsoft in its sole discretion determines that the Appliance as part of the Service has reached or exceeded its useful lifespan while it is in the possession of Customer, then Microsoft has the right and ability to change the Appliance or any components thereof. Customer agrees to provide Microsoft with limited access to Customer Specified Location and the Appliance for this purpose. Microsoft will discuss logistics and timing of activities related to this change-out of the Appliance or Appliance components with Customer.

Retention of Hardware Components Option

Microsoft may provide Customer with separate fee options to retain specified Appliance components (e.g., hard drives) for destruction by Customer or have Microsoft dispose of said components at the end of the Term or Appliance decommissioning.

Responsibilities if a Government Customer Moves the Appliance between Customer's Locations

If a government Customer is using an Appliance during the government Customer's use of the Service, the government Customer only may, at government Customer's sole risk and expense, transport the Appliance to government Customer's different locations to upload government Customer's data in accordance with Section "Use of the Appliance and Software" above. Subject to Section "Export Control Laws", government Customer is responsible for obtaining at government Customer's own risk and expense any export license, import license and other official authorization for the exportation and importation of the Appliance and associated Software and government Customer's data to any such different location of government Customers. Government Customer is also solely responsible for customs clearance at any such different location of government Customer's, and government Customer will bear all duties, taxes and other official charges payable upon importation as well as any and all costs and risks of carrying out customs formalities in a timely manner. Government Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should government Customer decide to transport the Appliance beyond the country border in which Customer receives the Appliance. Notwithstanding the foregoing, if government Customer transports the Appliance to a different location as set forth in this Section, government Customer agrees to cause the Appliance to return to the country location where Customer received it initially, prior to returning the Appliance to Microsoft or a government Customer Specified Location. Government Customer acknowledge that there are inherent risks in shipping data on and in connection with the Appliance, and that Microsoft will have no liability to government Customer for any damage, theft, or loss occurring to an Appliance or any data stored on one, including without limitation in transit. It is Customer's responsibility to obtain the appropriate support agreement from Microsoft in order to meet government Customer's operating objectives for the Appliance; however, depending on the location to which government Customer intends to move the Appliance, Microsoft's ability to provide hardware servicing and support may be delayed, or may not be available.

Non-government Customers shall not transport an Azure Stack Hub Ruggedized device or Azure Stack Hub Datacenter device to a country different from the one to which it was delivered by Microsoft.

Fees

Microsoft will charge Customer specified fees in connection with Customer's use of the Appliance as part of the Service, with the current schedule of fees as provided by Microsoft. For clarity, Customer may use other Azure services in connection with Customer's use of the Service, and Microsoft deems such services as separate and additional services subject to separate subscription or metered fees and costs, as those additional services are installed on the Appliance. By way of example only, Azure Storage, Azure Compute, and Azure IoT Hub are separate Azure services, and if used (even in connection with its use of the Service), separate Azure metered services will apply.

Survival

Sections Azure Services Terms, Software, Survival, Disclaimer of Warranty, Privacy Terms and Export Control Laws will survive expiration or termination of these Additional Terms.

Disclaimer of Warranty

THE APPLIANCE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS IS PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Hardware Updates; Support

Hardware Updates

Microsoft is not required to provide Customer with any new Appliance releases, enhancements, or updates for the Appliance. If Microsoft opts to do so, such new releases, enhancements, or updates ("Hardware Updates") will be subject to the terms of these Additional Terms. Customer agrees to provide limited access to the Customer Specified Location for the purpose of applying new hardware components or the Appliance itself.

Support

As part of the subscription to the Service, Microsoft will provide a baseline level of support for the Service and Appliance. Customer will also enroll in the Microsoft Premier Support plan.

Maintenance

Customer agrees that it will not allow anyone to access, repair, or otherwise maintain the Appliance at the Customer Specified Location other than Microsoft or its designees upon request, except for an emergency situation such as fire or imminent personal injury.

Privacy Terms

- **Privacy**. The Microsoft Privacy Statement (http://www.microsoft.com/privacystatement/OnlineServices/Default.aspx) applies to the Service and the Appliance under these Additional Terms.
- **Terms**. Customer agrees to comply with all data protection laws that apply to Customer's use of the Service, its handling of data with the Appliance or in Azure, or if government Customer moves the Appliance as described in the "Responsibilities if a Government Customer Moves an Appliance between Customer's Locations" section above.
- **Processing of Personal Data**. To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at http://go.microsoft.com/?linkid=9840733.

Applicability of Service Level Agreement

Service level agreements that apply to specified Azure services listed in the Service Level Agreement for Microsoft Online Services do not apply to the Service or the Appliance, since Customer is running the Service and Appliance locally, where customer controls and has responsibility for the physical environment.

Azure Operator Nexus Hardware Terms

These Hardware Terms apply to Azure Operator Nexus.

Azure Operator Nexus is only available for use by Telecommunication Service Providers.

If there is a conflict between these terms and Customer's Azure subscription agreement, these terms will govern and control only for purposes of the use of Azure Operator Nexus, including use of the Near Edge Software as part of the Service.

Definitions

Near Edge means on-premises deployment.

Near Edge Software means software running on Customer-operated hardware in Customer's datacenters.

Azure Operator Nexus Hardware means a specific hardware configuration for operation of Azure Operator Nexus, together with any accompanying software from the original equipment manufacturer.

Near Edge Terms

Hardware Terms

Customer is required to procure the Azure Operator Nexus Hardware from one or more third party vendors. Microsoft will provide the Azure Operator Nexus Hardware specifications, based on Customer's stated goals and requirements as communicated to Microsoft, and a list of vendors from whom Customer may procure the Azure Operator Nexus Hardware. Customer is not required to procure the Azure Operator Nexus Hardware from any of the vendors provided by Microsoft and may procure it from an alternate vendor.

Microsoft is not responsible for delays related to the Service that are outside of its direct control, including any unavailability of Azure Operator Nexus Hardware.

Customer must install the Azure Operator Nexus Hardware in its datacenter, and in a location that meets the space, power, security, bandwidth, network access, and other requirements as applicable and as advised by Microsoft and the hardware manufacturer.

Customer will set up the Azure Operator Nexus Hardware such that it is remotely accessible over a secure Azure ExpressRoute connection.

Customer is responsible for ensuring that the full equipment specification is procured, installed, configured, and maintained according to the required specifications. Microsoft makes no warranty for, no service level agreement applies to, and Microsoft is not required to provide support for, Azure Operator Nexus if Customer does not install, configure, and maintain the Azure Operator Nexus Hardware to the minimum standard required by Microsoft.

Disclaimer of Warranty

MICROSOFT PROVIDES NO WARRANTIES OR CONDITIONS FOR THE AZURE OPERATOR NEXUS HARDWARE AND DISCLAIMS ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABLILITY, AND FITNESS FOR A PARTICULAR PURPOSE. MICROSOFT WILL NOT BE LIABLE FOR ANT DIRECT OR 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, ("LOSSES") ARISING FROM THE CUSTOMER'S USE OF AZURE OPERATOR NEXUS HARDWARE.

Software Terms

The Near Edge Software is licensed, not sold. Subject to the following terms and conditions, Microsoft grants Customer a nonexclusive, limited, nontransferable license to use the Near Edge Software on Azure Operator Nexus Hardware solely as part of Azure Operator Nexus, and for no other purpose. Microsoft reserves all other rights.

Customer may install any number of copies of the Near Edge Software and use the Near Edge Software as long as Customer maintains a subscription to Azure Operator Nexus and the Near Edge Software is (i) installed on Azure Operator Nexus Hardware, (ii) registered with Customer's valid Azure subscription and (iii) connected to Customer's Azure subscription at least once every 30 consecutive calendar days. All Customer's rights to install and use Near Edge Software are subject to Customer's enabling and maintaining metering for all copies of the Near Edge Software. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.

If activation of the Near Edge Software is necessary, activation associates the use of the Near Edge Software with specific Azure Operator Nexus Hardware. During activation and subsequent use of the Azure Operator Nexus Hardware, the Near Edge Software may send information about the Near Edge Software and the Azure Operator Nexus Hardware to Microsoft, as described in the product documentation. Microsoft uses this telemetry to make the Service available to Customer. By using the Near Edge Software, Customer consents to the transmission of this information to Microsoft. Notwithstanding anything to the contrary in the Universal Terms for Online Services, Customer may reassign a License for Near Edge Software at any time to other Azure Operator Nexus Hardware.

This license does not give Customer any right to, and Customer may not use or virtualize features of the Near Edge Software separately from the Azure Operator Nexus Hardware.

The Near Edge Software is licensed to Customer under this agreement as part of an Online Service, Azure Operator Nexus. Notwithstanding that the Near Edge Software is part of an Online Service, because the physical operating environment of the Azure Operator Nexus Hardware is under Customer's, not Microsoft's, control the terms of the DPA do not apply to Near Edge Software installed on Azure Operator Nexus Hardware, except to the extent any Personal Data is collected by Microsoft.

Limited Warranties

Microsoft warrants that each version of the Near Edge Software will perform substantially as described in the applicable product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the portion of the price Customer paid that is attributable to the Near Edge Software license, or (2) repair or replace the Near Edge Software. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period. The warranties in this section do not apply to problems caused by accident, abuse or use in a manner inconsistent with these terms and/or Customer's Azure subscription agreement, including failure to meet minimum system requirements. **Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose for the Near Edge Software.**

Non-Microsoft Products

Customer may only install Non-Microsoft Products for use with Azure Operator Nexus that Microsoft informs Customer have completed a pre-certification process. Customer may be required to enter into a separate licensing agreement with the developer of the Non-Microsoft Products.

Indemnity for Regulatory Breach

Customer's right to use Azure Operator Nexus is subject to Customer agreeing to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against (i) any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by Customer or Customer's subcontractors, agents, employees, or customers; and (ii) any claim by an end user, third party, and/or regulatory authority in connection with the services provided by Customer to end users, including, without limitation, any claim alleging failure to comply with applicable telecommunication laws, security laws, and telemarketing laws, including the U.S. Telephone Consumer Protection Act of 1991. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

Amazon Workspaces Deployments

Notwithstanding anything in the Outsourcing Software Management clause to the contrary, each Licensed User of an Eligible Product may install and run in Amazon WorkSpaces their permitted instances of the following software configured under the Monthly Enterprise or Current Channel.

1. Microsoft 365 Apps for enterprise/business, and
2. Additional Client Applications, if the Licensed User is also licensed for an applicable Online Service plan, as identified below.

Eligible Products:

- Microsoft 365 E3/E5/E7
- Microsoft 365 A3/A5
- Microsoft 365 G3/G5
- Microsoft 365 Business Premium
- Microsoft 365 E3/A3/G3 - Unattended License

Additional Client Applications:

- Microsoft Project licensed under Planner and Project Plan 3 or 5
- Microsoft Visio, licensed under Visio Online Plan 2
- Microsoft Teams, licensed under Microsoft Teams EEA/Enterprise/Essentials/Premium
- Microsoft Power Automate, licensed under Microsoft Power Automate Premium
- Microsoft 365 app, licensed under Microsoft 365 Copilot

Purchasing & Renewing Software Assurance

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

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

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

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

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

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

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

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

Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License

SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform

EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs

Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE Client MLs

Customers renewing SA for client MLs can switch between User and OSE.

Microsoft Security portfolio Product Terms mapping

Showing Microsoft Security portfolio and the applicable service-specific Product Terms that apply to them. The Product is on the left and the appropriate service-specific Product Terms are hyperlinked to the right. Not all products in the Microsoft Security portfolio (e.g. Copilot for Security) are listed. All products are subject to the Universal License Terms and any applicable service-specific Product Terms.

Microsoft Defender

Product	Applicable Terms
Defender for Office 365	Exchange Online
Defender for Cloud Apps	Defender for Cloud Apps
Defender for Identity	Azure
Microsoft Defender for Business	Microsoft 365
Defender for Business servers	Defender for Business servers
Defender for IoT	Azure
Defender for Cloud products identified here: https://azure.microsoft.com/en-us/pricing/details/defender-for-cloud/)	Azure
Defender External Attack Surface Management	Azure
Defender for App Service	Azure
Microsoft Defender Experts	Microsoft Defender Experts
Defender for Endpoint	Defender for Endpoint
Microsoft Defender for Vulnerability Management add-on	Microsoft 365
Azure Monitor	Azure
Microsoft Sentinel	Azure
Azure Confidential Ledger	Azure

Microsoft Entra

Product	Applicable Terms
Microsoft Entra ID P1	Azure
Microsoft Entra ID P2	Azure
Microsoft Entra ID External Identities	Azure
Microsoft Entra ID Governance	Microsoft 365
Microsoft Entra ID Governance P2	Microsoft 365
Azure Key Vault	Azure
Key Vault	Azure
Workload Identities	Microsoft 365
Microsoft Entra ID Domain Services	Azure
Microsoft Entra ID Basic (EDU only) & commercial lead status	Azure
Forefront Identity Manager	Forefront Identity Manager
Microsoft Identity Manager	Microsoft Identity Manager

Microsoft Intune

Product	Applicable Terms
Microsoft Intune	Microsoft Intune
Intune Remote Help	Microsoft Intune
Intune Suite	Microsoft Intune

Microsoft Priva

Product	Applicable Terms
Priva Privacy Risk Management	Microsoft 365

Microsoft Purview

Product	Applicable Terms
Azure Information Protection	Azure
Premium Assessments	Microsoft 365
10-year Audit Log Retention	Microsoft 365
Compliance Program for Microsoft Cloud	Microsoft 365

Security & Compliance Suites

Product	Applicable Terms
Microsoft Defender Suite/Edu/FLW/Gov	Microsoft 365
Microsoft Purview Suite/Edu/FLW/Gov	Microsoft 365
Defender + Purview Suite FLW	Microsoft 365
EMS E3/A3/G3	Enterprise Mobility + Security
EMS E5/A5/G5	Enterprise Mobility + Security
E5/F5/G5 Insider Risk Management	Microsoft 365
E5/F5/G5 eDiscovery & Audit	Microsoft 365
E5/F5/G5 Information Protection & Governance	Microsoft 365