



Microsoft Volume Licensing

License Agreement/Product Use Rights

April 2015

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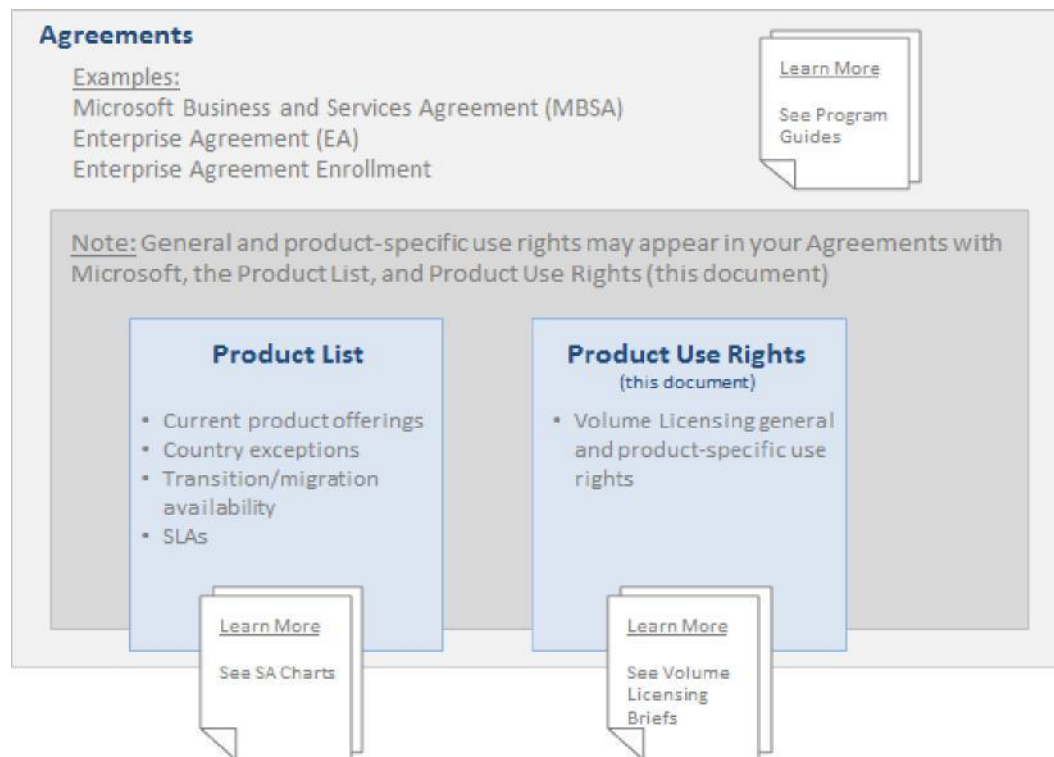
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Introduction

USING THIS DOCUMENT

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

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



LICENSE TYPES

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

HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

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

Universal License Terms

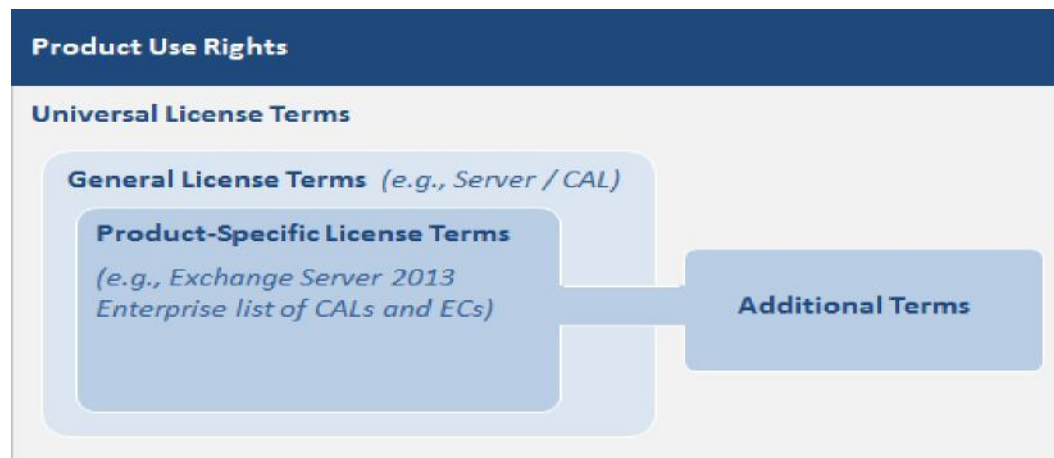
Universal License Terms apply to every Product licensed through Microsoft Volume Licensing (except where specifically noted in the General License Terms and/or Product-Specific License Terms).

General License Terms

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

Product-Specific License Terms

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



LICENSING MODELS

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

<ul style="list-style-type: none">• Desktop Applications• Desktop Operating Systems• Servers: Processor/CAL	<ul style="list-style-type: none">• Servers: Server/CAL• Servers: Per Core• Management Servers	<ul style="list-style-type: none">• Specialty Servers• Developer Tools• Online Services
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Note that some Products may be available under more than one Licensing Model. Also, some Products use a combination of two or more Licensing Models and are included in the Combined Licensing Models section after the sections for each Licensing Model.

Notices

[Appendix 1](#) includes notices relevant to various Products as noted in the Product-Specific terms.

Software Assurance Benefits

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

Additional Software

[Appendix 3](#) includes the additional software for the listed server Products.

PRIOR VERSIONS AND PRODUCTS NO LONGER AVAILABLE WORLDWIDE

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

CLARIFICATIONS AND SUMMARY OF CHANGES

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

Additions	Deletions
<input type="checkbox"/> Skype for Business 2015	<input type="checkbox"/> Forefront Identity Manager 2010 R2
<input type="checkbox"/> Skype for Business Server 2015	<input type="checkbox"/> Lync 2013
	<input type="checkbox"/> Lync Server 2013

Lync Online

Skype for Business Online has replaced Lync Online.

Management Servers

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

Windows Server 2012 R2

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

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

Added requirement for a CAL for management of identity information.

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

[Table of Contents](#) / [Universal Terms](#)

Universal License Terms

These license terms apply universally to your use of Microsoft software and Online Services licensed under your Volume Licensing Agreement.

We do not transfer any ownership rights in any licensed Product or Online Service, and we reserve all rights not expressly granted.

No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s), including Online Services available through Microsoft's Volume Licensing program shall apply in place of, or serve to modify any provision of this License Agreement/Product Use Rights, even if a user or authorized officer of you or your Affiliate purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the Products that such provisions attach to) and any term or condition of this License Agreement/Product Use Rights, then the relevant term or condition of this License Agreement/Product Use Rights shall govern and supersede the purchase of such Product(s) to the extent of any such conflict.

If any document or provision referenced in a URL or otherwise incorporated into this License Agreement/Product Use Rights contains terms that (a) allow for the automatic termination of a License; (b) allow for the automatic renewal of fees; (c) require the governing law to be anything other than Federal law; (d) require you to indemnify Microsoft or any third party; and/or (e) otherwise violate applicable law, then such provision shall not apply.

Definitions

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

Additive CAL means a CAL that must be used on conjunction with a base CAL.

Additive External Connector License means an External Connector License that must be used in conjunction with a base External Connector License.

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

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

Client OSE means an OSE running a client operating system.

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

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

Core Factor means a numerical value associated with a specific physical processor for purposes of determining the number of Licenses required to license all of the physical cores on a server.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensed Device means the single physical hardware system to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

Licensed Server means the single Server to which a License is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

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

Management License means a License that permits management of one or more OSEs. There are two categories of Management Licenses: Server Management License and Client Management License. There are three types of Client Management Licenses: User, OSE and device. A User Management License permits management of any OSE accessed by one user; an OSE Management License permits management of one OSE accessed by any user; a device Management License (Core CAL or Enterprise CAL Suite) permits management of any OSE on one device.

Managing an OSE means to solicit or receive data about, configure, or give instructions to the hardware or software that is directly or indirectly associated with the OSE. It does not include discovering the presence of a device or OSE.

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

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

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. There are two types of OSEs, physical and virtual. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Physical Core means a core in a Physical Processor.

Physical OSE means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the Physical OSE.

Physical Processor means a processor in a physical hardware system.

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

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

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

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

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

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

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

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

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

SL means Subscription License.

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

Farm means a single data center or two data centers each physically located:

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

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

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

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

Virtual Core means the unit of processing power in a virtual hardware system. A Virtual Core is the virtual representation of one or more hardware threads.

Virtual OSE means an OSE that is configured to run on a virtual hardware system.

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

Web Workloads (also referred to as “Internet Web Solutions”) are publicly accessible and consist solely of web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to your or your affiliates’ employees.

Software in Internet Web Solutions is used to run:

- ☐ web server software (for example, Microsoft Internet Information Services), and management or security agents (for example, the System Center Operations Manager agent).
- ☐ database engine software (for example, Microsoft SQL Server) solely to support Internet Web Solutions.
- ☐ the Domain Name System (DNS) service to provide resolution of Internet names to IP addresses as long as that is not the sole function of that instance of the software.

Your Use Rights

If you comply with your Volume Licensing Agreement, you may use the software and Online Services as expressly permitted in these License Agreement/Product Use Rights.

Rights to use other versions

For any permitted copy or instance, you 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, or different available platform version (for example, 32 bit or 64 bit). You may use different versions of components only as permitted under the Product-Specific License Terms. The use of an earlier version under these downgrade rights does not extend the support lifecycle of the earlier version.

Third Party Software

The software may contain third party proprietary programs that are licensed under separate terms that are presented to you. The software may also contain third party open source programs that Microsoft, not the third party, licenses to you under Microsoft's license terms. Notices, if any, for the third party open source programs are included for your information only.

Pre-release Code

Pre-release code is subject to any specific terms that accompany it.

Updates and Supplements

We may update or supplement the software you license. If so, you may use that update or supplement with the software, subject to any additional terms that accompany the update or supplement.

No Commercial Hosting

You may not host the Products for commercial hosting services.

Technical Limitations

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

Other Rights

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

Documentation

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal reference purposes. Documentation does not include electronic books.

Outsourcing Software Management

You may install and use permitted copies of the software on Servers and other devices that are under the day-to-day management and control of third parties, provided all such Servers and other devices are and remain fully dedicated to your use. You are responsible for all of the obligations under your Volume Licensing Agreement regardless of the physical location of the hardware upon which the software is used.

License Reassignment

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

LIMITATIONS ON LICENSE REASSIGNMENT

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

CONDITION ON LICENSE REASSIGNMENT

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

SPECIAL CONSIDERATIONS FOR CERTAIN PRODUCTS AND LICENSE TYPES

- **CALs, Management Licenses and User/Device Subscription Licenses (SLs).** You may reassign a CAL, Management License or user or device 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 these Licenses for any other purpose or timeframe must be permanent. This right does not apply to

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

- **Early Reassignment Due to Hardware Failure.** You may reassign sooner than within 90 days of the last assignment if you retire the Licensed Device or server due to permanent hardware failure. This right applies to: all server licenses (other than CALs and Management Licenses), Enterprise Mobility Suite and Enterprise Mobility Suite Add-on User SLs, Windows Virtual Desktop Access Subscription Licenses, VDI suites, and Visual Studio Load Test Virtual User Pack 2010.
- **Reassignment of Software Assurance Related Rights.** Licenses that are granted or acquired in connection with Software Assurance coverage (e.g., Windows Thin PC, MDOP, User SLs for Software Assurance) generally must be reassigned as and when the qualifying License and Software Assurance are reassigned.
- **Subscription Licenses for the Windows desktop operating system.** You may reassign your Windows (VDA) Subscription Licenses and Software Assurance for the Windows desktop operating system User SLs, subject to the general limitation against short-term reassignment and assignment rules stated in the Product List.
- **Reassignment of Software Assurance for Windows per Device and Windows Industry operating systems.** You may reassign Software Assurance coverage and the underlying Windows Enterprise Upgrade License or Windows Industry Enterprise Upgrade License to a replacement device, but not on a short-term basis, and only if that replacement device is licensed for a qualifying operating system as required in the Product List; provided, however, you must remove any related desktop operating system upgrades from the former device. Reassignment of a Windows Enterprise Upgrade License or Windows Industry Enterprise Upgrade License may only be done if the upgrade License is covered by active Software Assurance.
- **License Mobility within Server Farms and Server Re-partitioning.** You may reassign certain server licenses on a short-term basis under License Mobility within Server Farms rights and Server Repartitioning.

Product Activation

Some products are protected by technological measures and require activation and a Volume License Product key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a product key is required, see the Product Activation section on <http://www.microsoft.com/licensing/activation>. You are responsible for both the use of product keys assigned to you and activation of Products using your Key Management Service (KMS) machines. Volume License product keys are confidential and subject to the confidentiality provision in your Volume Licensing Agreement with Microsoft. You may not disclose product keys to third parties at any time, even after your Volume Licensing Agreement with Microsoft terminates or expires and notwithstanding any time limitation to the contrary.

KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

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

- the version, language and product key of the software
- the Internet protocol address of the device
- information derived from the hardware configuration of the device.

For more information, see <http://www.microsoft.com/licensing/existing-customers/product-activation.aspx>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You are not licensed to continue using the software after that time if you do not activate it. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

PROPER USE OF KMS

You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet. **UNAUTHORIZED USE OF MAK OR KMS KEYS**

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

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

Additional Functionality/Optional Service

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

Using More than One Product or Functionality Together

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

Font Components

While you run the software or use an Online Service provided by Microsoft, you may use the fonts included with or installed by that software or Online Service, respectively, to display and print content. You 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.

Windows Software Components

The software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, Powershell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Dbghelp.dll, and Web Deploy technologies. All these are part of Windows software. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Benchmark Testing

SOFTWARE

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

MICROSOFT .NET FRAMEWORK

The software may include one or more components of the .NET Framework (" .NET Components"). If so, you may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your Products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

Products That Include SQL Server Technology

If your edition of the software includes a SQL Server database software Product licensed under the Product-Specific license terms ("SQL Server Database") you may run that SQL Server Database in one or more physical or virtual operating system environments on any of your servers to support the software. You may also use the same instances of SQL Server Database to support other Products that include any version of SQL Server Database. You do not need SQL Server CALs for such use.

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

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

- ☐ in the "legal", "License s" or similarly named folder in the installation directory of the software, and may be contained in standalone license agreements or appended to the software's license agreement; or
- ☐ through the software's unified installer.

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

SQL Server Reporting Services Map Report Item

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

Multiplexing

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

System Center Packs

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

Distributable Code

The software or Online Service may include code that you are permitted to distribute in programs you develop if you comply with the terms below.

RIGHT TO USE AND DISTRIBUTE

The code and text files listed below are “Distributable Code.” These License Agreement/Product Use Rights may provide rights to other Distributable Code.

- **REDIST.TXT Files:** You may copy and distribute the object code form of code listed in REDIST.TXT files.
- **Sample Code:** You may modify, copy, and distribute the source and object code form of code marked as “sample.”
- **OTHER-DIST.TXT Files:** You may copy and distribute the object code form of code listed in OTHER-DIST.TXT files.
- **Third Party Distribution:** You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- **Silverlight Libraries:** Copy and distribute the object code form of code marked as “Silverlight Libraries”, Silverlight “Client Libraries” and Silverlight “Server Libraries”;

Additional License Terms for Products in the Developer Tools Section of these License Agreement/Product Use Rights: The software may also contain the following Distributable Code. You may:

- **REDIST.TXT Files:** Copy and distribute files listed in the REDIST list located at <http://go.microsoft.com/fwlink/?LinkId=286955>;
- **Sample Code:** Modify, copy, and distribute source and object code form of code marked as “Code Snippet”;
- **Image Library:** Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- **Templates, Site Templates and Blend Site Templates for Visual Studio:** Modify, copy, deploy and distribute the source and object code form of templates and code marked as “site templates”;
- **Fonts and Blend Fonts for Visual Studio:** Distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font;
- **Styles and Blend Styles for Visual Studio:** Copy, modify and distribute the object code form of code identified as “X Styles”;
- **Icons:** Distribute unmodified copies of code marked as “icons”;
- **ASP.NET MVC and Web Tooling Extensions:** Modify, copy and distribute or deploy any .js files contained in the [ASP.NET](#) Model View Controller, [ASP.NET](#) Web Pages or in the Web Tooling Extensions as part of your [ASP.NET](#) programs;
- **Visual Studio LightSwitch Project Templates:** Modify, copy and distribute or deploy the .js files contained in the Visual Studio LightSwitch project templates as part of your LightSwitch programs.
- **Windows Library for JavaScript.** Copy and use the Windows Library for JavaScript, without modification, in your programs that you develop for your internal use or in programs that you develop and distribute to third parties. The following also applies to your programs that work in conjunction with the Windows Library for JavaScript. The Windows Library for JavaScript files helps your programs implement the Windows design template and UI look and feel. You may distribute programs containing the Windows Library for JavaScript only through the Windows Store and not by any other means.
- **Setup Program:** Distribute distributable code included in a setup program only as part of that setup program. You may not modify it.
- **EXTENSIBILITY KIT - Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions:** Copy and distribute the source and object code form of the code marked as “Extensibility Kit”; and
- **Access Runtime Files.** Copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Plus 2013 or Microsoft Office Access 2010 software. You and your end users may only use these files to provide database features for your non-database management programs.

DISTRIBUTION REQUIREMENTS

For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as your Volume Licensing Agreement, including these License Agreement/Product Use Rights and the Product List; and
- display your valid copyright notice on your programs.
- .

DISTRIBUTION LIMITATIONS

You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code, to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms, except that JavaScript, CSS and HTML files included for use in websites and web applications (as opposed to Windows Library for JavaScript files) may be distributed to run any platform;
- include Distributable Code in malicious, deceptive or unlawful programs; 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. You may not use the services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

Creating and Storing Instances

You may create and store any number of instances of the software on any of your servers or storage media solely to exercise your right to run instances of the software under your server licenses or your Windows Enterprise license terms.

No Separation of Software

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

Additional Terms**A. Licenses for Products**

- a. **Products.** Unless otherwise specified elsewhere in these License Agreement / Product Use Rights, use of any Product that you license is governed by the License Agreement / Product Use Rights specific to each Product and version and by the terms of your Volume Licensing Agreement.
- b. **Fixes.** Fixes are licensed according to the License terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, you shall have a non-exclusive, perpetual, fully paid-up License to use and reproduce the Fixes solely for your internal use. You may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code, except as expressly permitted by Microsoft.
- c. **Reservation of rights.** All rights not expressly granted are reserved.
Upon Microsoft's acceptance of the Government Partner Enrollment on your behalf, you have the following rights during the term of the applicable Enrollment. These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of software media. The ability to run current or later versions of a Product licensed under your Volume Licensing Agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).
- d. **General.**
 - i. For Enterprise and Enterprise Subscription Enrollments: You may use the number of Licenses ordered for the latest version of a Product, and may use prior versions as permitted in these License Agreement/Product Use Rights, so long as Microsoft receives timely orders and payments from Government Partner for all required Licenses for such Products and you comply with applicable License terms. The Licenses obtained under an Enrollment are not related to any order or fulfillment of software media.
 - ii. For Select Enrollments and Select Plus Affiliate Registrations: At any time after the effective date of the Enrollment or after your registration has been accepted by us, you may run for your own benefit as many available Products you choose, provided that you submit orders for all copies of Licenses in the month in which those copies are first run by you and the Government Partner submits orders on your behalf to Microsoft for such Licenses.

- e. Use by Affiliates.** You may sublicense the right to use the Products to any of your agency Affiliates included in your Enterprise, but Affiliate recipient of Licenses may not sublicense these rights and its use must be consistent with the License terms contained in these License Agreement/ Product Use Rights.
- f. Special rule for Enterprise Products.** So long you place annual true-up orders as required and the Government submits such orders to Microsoft as required on your behalf under an Enterprise Enrollment (but not under an Enterprise Subscription Enrollment), you may use the latest version (or any prior version) of each Enterprise Product on each of your Qualified Desktops as permitted in the License Agreement/Product Use Rights. In addition, for CALs, each Qualified Desktop (or, for CALs that are User-based Licenses, each Qualified User) covered by the Enrollment may access and use the associated server software.
- g. When Licenses become perpetual.** All perpetual Licenses acquired under your Microsoft Volume Licensing Agreement remain subject to the terms of these License Agreement/Product Use Rights and such terms survive expiration or termination of your Microsoft Volume Licensing Agreement or an Enrollment. If you obtain perpetual rights as provided in this Section, then you will have perpetual Licenses to use the Products ordered in the latest version available (or any prior version) as of the date of expiration, termination, or renewal.

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

- the Government Partner has paid for a License in full and the applicable initial Enrollment or renewal term during which the License was ordered must have expired or been terminated as permitted in the Microsoft Volume Licensing Agreement.
- you are otherwise eligible for perpetual Licenses upon early termination as provided in the Enterprise Agreement.

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

- For Enterprise Products other than CALs that are User-based Licenses, the total number of Qualified Desktops covered by the Enrollment;
- For CALs that are User-based Licenses, the total number of Qualified Users covered by the Enrollment; and
- For each Additional Product, the total number of Licenses ordered during the applicable initial Enrollment term or renewal term.
- Subscription (Online Services) Licenses are not perpetual under any circumstances.

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

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

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

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

- License only. Your right to run copies of any Product for which a Government Partner orders on your behalf is temporary until the Government Partner has paid for that License in full. Thereafter, you will have a perpetual License to run the number of copies ordered in the version ordered.
- License and Software Assurance ("L&SA") or Software Assurance. Your right to run copies of any Product for which Government Partner orders L&SA or Software Assurance on your behalf is temporary until:
 - o The Government Partner has paid all installments of the price for such coverage and the applicable initial Enrollment (or Order in the case of Select Plus) or renewal term during which such Product Licenses were ordered has expired or been renewed, or

- you are otherwise eligible for perpetual Licenses as provided in the Government Partner's Select or Select Plus Agreement with Microsoft.
- Thereafter, you will have perpetual Licenses to run the Products ordered in the latest versions available as of the date of expiration, renewal, or termination (or any prior version) for the number of copies ordered or renewed.
- In cases of Early Termination. In the case of Early Termination you will be entitled to perpetual Licenses only if the Government Partner pays to Microsoft all amounts due and payable as of the termination date.
- Subscription (Online Services) Licenses are not perpetual under any circumstances.

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

i. True-Up.

- i. **True-Up Order.** Unless expressly stated otherwise in your Volume Licensing Agreement, you must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reduction (if permitted). Microsoft, at its discretion, may validate the true-up data submitted through a formal Product deployment assessment using an approved Microsoft partner.
- ii. **Enterprise Products.** You must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- iii. **Additional Products.** For Products that have been previously ordered, you must determine the Additional Products used and order the License difference (if any).
- iv. **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, you, through Government Partner, may first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Government Partner. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.
- v. **Transitions.** You must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change. For Licenses paid upfront Microsoft will issue a credit for the remaining months of Software Assurance or Subscription Licenses that were reduced as part of the Transition.
- vi. **True-up due date.** The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. You, through Government Partner, may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.
- vii. **Late true-up.** If the true-up order is not received when due:
 - a) Microsoft will invoice Government Partner for all Reserved Licenses not previously ordered.
 - b) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- viii. **Subscription License reductions.** You, through Government Partner, may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis if permitted in the Product List as follows:
 - a) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
 - b) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - c) For Additional Products available as Subscription Licenses, you, through Government Partner may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

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

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

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

- a. License Agreement/Product Use Rights. For Application Platform Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to your use of that Product during the term.
- b. Baseline Licenses are superseded. Baseline Licenses (as defined below) are superseded and replaced by the Licenses granted under the Application Platform Enrollment.
- c. Transitions. The following requirements apply to Transitions:
 - i. Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While you may Transition any time, you will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
 - ii. If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by you.
 - iii. If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - iv. If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect your rights in perpetual Licenses paid in full.
 - i. New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
 - ii. For L&SA not paid in full at the end of the Transition Period, you will have perpetual Licenses for a proportional amount equal to the amounts paid for the Transitioned Product as of the end of the Transition Period.
 - iii. For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.
- e. **Customer Data.** Upon expiration or termination of a License for Online Services, you, through Government Partner must tell Microsoft whether you want Microsoft to:
 - i. disable your account and then delete your Customer Data ("Data Deletion"); or
 - ii. retain your Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that you may extract its Customer Data.
 - iii. If Government Partner indicates that you want Data Deletion, you will not be able to extract your Customer Data. If Government Partner indicates you want a Retention Period, you will be able to extract your Customer Data through Microsoft's standard processes and tools, and Government Partner will reimburse Microsoft if there are any applicable costs to the extent permitted by applicable law. If you do not indicate either Data Deletion or a Retention Period, Microsoft will retain your Customer Data in accordance with the Retention Period.
 - iv. Following the expiration of the Retention Period, Microsoft will disable your account and then delete your Customer Data.

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

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

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

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

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

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

ii. License Agreement/Product Use Rights for earlier versions (downgrade).

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

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

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

D. Transferring and reassigning Licenses.

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

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

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

b. Certain transfers not permitted.

You may not transfer any of the following:

- i. Licenses on a short-term basis (90 days or less).
- ii. temporary rights to use Products.
- iii. Software Assurance coverage or benefits.

- iv. perpetual Licenses for any version of any Product acquired through Software Assurance separately from the underlying perpetual Licenses for which that Software Assurance coverage was ordered.
- v. an upgrade License for a desktop operating system Product separately from the underlying desktop operating system License or from the computer system on which the Product is first installed.
- vi. full version desktop operating system Licenses, unless transferred with the sale of the device for which it operates.
- vii. Online Services Products.
- viii. any Licenses for resale to unaffiliated third parties.
- ix. Internal reassignment of Licenses and Software Assurance.

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

E. Restrictions on use.

a. You shall not:

- i. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in this License Agreement/Product Use Rights;
- ii. reverse engineer, decompile or disassemble any Product or Fix, except where applicable law permits it despite this limitation;
- iii. distribute, sublicense, rent, lease, lend or host any Product or Fix, except as expressly agreed to by Microsoft in writing, these License Agreement/Product Use Rights, or in a separate written agreement.

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

F. Warranties.

a. Limited Product warranty. We warrant that:

- i. Online Services will perform in accordance with the applicable Service Level Agreement; and
- ii. Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.

b. Limited warranty term. The limited warranty for:

- i. Online Services is for the duration of your use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and
- ii. Products other than Online Services is one year from the date you first use the Product.

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

- i. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
- ii. the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the License Agreement/Product Use Rights, or resulting from events beyond our reasonable control;
- iii. the limited warranty does not apply to components of Products that you are permitted to redistribute;
- iv. the limited warranty does not apply to free, trial, pre-release, or beta Products; and
- v. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

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

- i. for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service; and
- ii. for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product.

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

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

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

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

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

- i. Your use of the Product or Fix after we notify you to discontinue that use due to a third party claim;
- ii. Customer Data, code, or materials provided by you as part of the use of an Online Service;
- iii. any Customer Data or non-Microsoft software we host on your behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or
- iv. arise from your Affiliate's or your end user's violation of the License Agreement/Product Use Rights or these Additional Use Right and Restrictions.
- v. Your combination of the Product or Fix with a non-Microsoft Product, data or business process;
- vi. damages attributable to the value of the use of a non-Microsoft Product, data or business process;
- vii. modifications that you make to the Product or Fix;
- viii. Your redistribution of the Product or Fix to, or your use for the benefit of, any unaffiliated third party, except as expressly permitted by Microsoft in writing or this License Agreement/Product Use Rights;
- ix. Your use of our trademark(s) without express written consent to do so; or
- x. any Trade Secret claim, where you acquire the Trade Secret (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret.

In addition, you agree that:

- i. any Customer Data or non-Microsoft software that we host will not infringe on any third party's patent, copyright, or trademark nor make intentional unlawful use of any third party's Trade Secret; and
- ii. you will not:
 - use a Product or Fix after we notify you to discontinue use due to a third party claim;
 - violate these License Agreement /Product Use Rights;
 - modify any Product or Fix;
 - redistribute the Product or Fix, or use such Product or Fix for the benefit of any unaffiliated third party, except as expressly permitted by your Microsoft Volume Licensing Agreement or this License Agreement/Product Use Rights;
 - use our trademark(s) without our express written consent to do so; and
 - intentionally use or disclose a third party's Trade Secret.

c. Specific rights and remedies in case of infringement.

- i. **Our rights in addressing possible infringement.** If we receive information concerning an infringement claim related to a Product or Fix, we may, at our expense either:
- procure for you the right to continue to run the allegedly infringing Product or Fix, or
 - modify the Product or Fix, or replace it with a functional equivalent, to make it non-infringing, in which case you will immediately cease use of the allegedly infringing Product or Fix after receiving notice from us.
- ii. **Your specific remedy in case of injunction.** If, as a result of an infringement claim, your use of a Product or Fix that is made available by us for a fee is enjoined by a court of competent jurisdiction, we will, at our option, either
- procure the right to continue its use, or
 - replace it with a functional equivalent, or
 - modify it to make it non-infringing, or
 - refund the amount paid (or, for Online Services, refund any amounts paid in advance for unused Online Services) and terminate the License or right to access the infringing Product or Fix.
- d. **Your agreement to protect.** You agree that use of Customer Data or non-Microsoft software in connection with the Online Service will not infringe, misappropriate, or otherwise violate any applicable law or regulation, including without limitation any copyright, patent, trade secret, trademark, or other legal right of any third party. A violation of the foregoing may be considered a material breach of this License Agreement/Product Use Rights which may be resolved by a court or authorized administrative authority pursuant to the Contract Disputes Act (41 U.S.C. §§7101-7109).
- e. **Obligations of protected party.** You must notify us promptly in writing of a claim subject to the subsection titled "Microsoft's agreement to protect" and allow Microsoft to assist in your defense or settlement, to the extent permitted by applicable law. We will not be bound by any settlement to which we do not agree to in writing. Microsoft must notify you promptly in writing of a claim subject to the subsection titled "Your agreement to protect." To the extent permitted by applicable law, you must provide reasonable assistance in defending the claim. We will reimburse you for reasonable out of pocket expenses that it incurs in providing assistance.

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

H. Limitation of liability.

- a. **Limitation on liability.** Except as otherwise provided in this section, to the extent permitted by applicable law, the liability of each party and its contractors arising under this License Agreement/Product Use Rights is limited to direct damages up to (1) for Products other than Online Services, the amount you or your Affiliate were required to pay for the Product giving rise to that liability and (2) for Online Services, the amount you were required to pay for the Online Service giving rise to that liability during the prior 12 months. In the case of Products provided free of charge, or code that you are authorized to redistribute to third parties without separate payment to us, our liability is limited to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. For Products other than Online Services, however, these monetary limitations will not apply to:
- i. Our and your obligations and/or claims under the section titled "Defense of infringement, misappropriation, and third party claims";
 - ii. liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
 - iii. liability for personal injury or death caused by our negligence or that of our employees or agents or for fraudulent misrepresentation; and
 - iv. violation by either party of the other party's intellectual property rights.

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

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

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

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

I. Verifying compliance.

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

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

If we undertake verification and do not find material unlicensed use (License shortage of 5% or more per Product), we will not undertake another verification of the same entity for at least one year. We and the independent auditors (or approved Microsoft partner) will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of the License Agreement/Product Use Rights. By invoking the rights and procedures described above, we do not waive our rights to enforce these License Agreement/Product Use Rights or to protect our intellectual property by any other means permitted by law.

c. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use, we, through our resellers or Government Partners, will promptly invoice you for sufficient Licenses to cover such use. If material unlicensed use is found, (a) you may be completely responsible for the costs we have incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable), and (b) you must pay the invoice in accordance with the procedures set forth in your Volume Licensing Agreement for the additional License s within 30 days which will entitle you to use such Licenses. Notwithstanding the foregoing, nothing in this section prevents you from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109).

J. Severability. If a court holds any provision of this License Agreement/Product Use Rights to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this License Agreement/Product Use Rights will be amended to give effect to the eliminated provision to the maximum extent possible.

K. Waiver. A waiver of any breach of this License Agreement/Product Use Rights is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.

L. Non-Microsoft Software or Technology.

- a. You are solely responsible for any non-Microsoft software or technology that you install or use with the Products, or Fixes. Microsoft is not a party to and is not bound by any terms governing your use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to you under the open source licenses used by the third parties that own such code, not by Microsoft.
- b. If you install or use any non-Microsoft software or technology with the Products or Fixes, you direct and control the installation in and use of such software or technology in the Products or Fixes through your actions (e.g., through your use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with you.
- c. If you install or use any non-Microsoft software or technology with the Products or Fixes, you may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in your Microsoft Volume Licensing Agreement including these License Agreement/Product Use Rights.

- M. Privacy.** We and you will comply with all applicable privacy and data protection laws and regulations. You may choose to provide personal information to us on behalf of third parties (including, your contacts, resellers, distributors, and administrators) as part of your Microsoft Volume Licensing Agreement. You represent and warrant that you have and will comply with any applicable laws to provide notices to or obtain permissions from any such individuals to allow sharing of their personal information with us for the purpose of allowing us or our agents to facilitate your Microsoft Volume Licensing Agreements.

You consent to our use of the contact information provided by you for purposes of administering your Microsoft Volume Licensing Agreements, the business relationship and with our sharing of your information with your designated representatives, resellers, distributors, and administrators for such purposes, including allowing such individuals to update your contact information on your behalf. The personal information you provide in connection with your Volume Licensing Agreements will be used and protected according to the privacy statement available at <https://licensing.microsoft.com> to the maximum extent permitted by applicable law. Product-specific privacy commitments are described in this License Agreement/Product Use Rights.

- N. Disputes.** Violation of any of the terms and/or provisions in this Microsoft License Agreement/Product Use Rights document may be considered a material breach and shall be handled in accordance with the Contracts Disputes Act (41 U.S.C. §§7101-7109).

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GENERAL LICENSE TERMS

DEFINED TERMS IN THIS LICENSE MODEL (SEE UNIVERSAL LICENSE TERMS) Licensed Device, Server

You have the rights below for each license you acquire.

1. You must assign each license to a single device.
2. You may install the software on the Licensed Device and a network Server.
3. Unless you license the software as an Enterprise Product or on a company-wide basis, you may also install the software on a single portable device.
4. You may use any number of copies of the software.
5. Each license permits only one user to access and use the software at a time.
6. Local use of the software running on the Licensed Device is permitted for any user.
7. Local use of the software running on a portable device is permitted for the primary user of the Licensed Device.
8. Remote use of the software running on the Licensed Device is permitted for the primary user of that device from any device or for any other user from another Licensed Device.
9. Remote use of the software running on a network Server is permitted for any user from a Licensed Device.

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PRODUCT-SPECIFIC LICENSE TERMS

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Access 2013

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

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

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

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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Excel 2013

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

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

[Table of Contents](#) | [Universal Terms](#)

Excel for Mac 2011

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

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

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InfoPath 2013

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Lync for Mac 2011

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Office for Mac Standard 2011

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

See Applicable Notices: **Data Transfer** (See [Appendix 1](#))

Additional Terms:

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If Office Web Apps Server 2013 is included with the software, your use of it is subject to the terms that come the Office Web Apps Server 2013 software. You must accept those license terms in order to use the software.

[OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE](#)

1. Your Office for Mac Standard 2011 license** modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
2. You may permit the primary user of the Licensed Device under an Office for Mac Standard 2011 license to use the software under a separately acquired Office Home & Student 2013 RT license as provided here.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the Office for Mac Standard 2011 license does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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Office Home & Student 2013 RT Commercial Use Rights

The license terms that apply to your use of this product are the following:

Additional Terms:

1. You must assign each Office Home & Student 2013 RT Commercial Use license to a single device that is separately licensed for Office Home & Student 2013 RT.
2. This license modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the Office Home & Student 2013 RT Commercial Use license does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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Office Multi Language Pack 2013

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Office Professional Plus 2013

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

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

Additional Terms:

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If Office Web Apps Server 2013 is included with the software, your use of it is subject to the terms that come the Office Web Apps Server 2013 software. You must accept those license terms in order to use the software.

[OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE](#)

1. Your Office Professional Plus 2013 license** modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
2. You may permit the primary user of the Licensed Device under an Office Professional Plus 2013 license to use the software under a separately acquired Office Home & Student 2013 RT license as provided here.
3. Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
4. Acquisition of the Office Professional Plus 2013 license does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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Office Standard 2013

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

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Additional Terms:

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If Office Web Apps Server 2013 is included with the software, your use of it is subject to the terms that come the Office Web Apps Server 2013 software. You must accept those license terms in order to use the software.

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1. Your Office Standard 2013 license** modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
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OneNote 2013

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Outlook 2013

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Outlook for Mac 2011

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PowerPoint 2013

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PowerPoint for Mac 2011

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Project Professional 2013

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Project Standard 2013

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Publisher 2013

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

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Rental Rights for Office

The license terms that apply to your use of this product are the following:

Additional Terms:

1. Rental Rights modify your right to use qualifying software¹ under an existing license.
2. Rental Rights waive the prohibition against renting, leasing or lending the software.
3. You must permanently assign Rental Rights to each device on which you license the software, if you want to rent the device.
4. You must require users to accept license terms for the software in writing or electronically.
5. You must notify users that Microsoft offers no warranty to the software, will not defend users against any third party claims or be liable for any damages arising from use of the software.
6. The software may not be used in a virtual environment.
7. The software may not be accessed remotely, except for technical support purposes using Remote Assistance or similar technologies.
8. Rental Rights expire with the underlying license, or upon reassignment of the underlying license or permanent failure of Licensed Device.

¹ See the Product List for qualifying software for Rental Rights.

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Skype for Business 2015

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

See Applicable Notices: **Data Transfer, H.264/MPEG-4 and/or VC-1** (See [Appendix 1](#))

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Visio 2013 Professional

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

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Visio 2013 Standard

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Word 2013

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Word for Mac 2011

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See Applicable Notices: Data Transfer (See Appendix 1)

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GENERAL LICENSE TERMS

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

“Primary user,” for purposes of this section, means the user who uses the device more than 50% of the time in any 90 day period.

1. You must permanently assign each license to a single device.
2. You may install one copy of the software on the Licensed Device or within a local virtual hardware system on the Licensed Device.
3. You may use the software on up to two processors.
4. Local use is permitted for any user.
5. 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.
6. Only one user may access and use the software at a time.
7. Another user can access the software at the same time, using Remote Assistance or similar technologies, solely to provide technical support.
8. You may connect up to 20 devices to the Licensed Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
9. An unlimited number of connections are allowed for KMS activation or similar technology.

VALIDATION

Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see <http://windows.microsoft.com/en-US/windows/help/genuine/faq>.

The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you, except that Microsoft may use and share the information to prevent unlicensed use of the software. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <http://windows.microsoft.com/en-US/windows/genuine/privacy-statement>.

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Microsoft may repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or check and remove malicious or unauthorized software known to be related to such unauthorized changes, or provide notices that the software is improperly licensed or a non-genuine Windows product, and you may receive reminders to obtain a properly licensed copy of the software, or need to follow Microsoft’s instructions to be licensed to use the software and reactivate, and you may not be able to obtain certain updates or upgrades from Microsoft.

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PRODUCT-SPECIFIC LICENSE TERMS

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Rental Rights for Windows

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Additional Terms:

1. Rental Rights modify your right to use qualifying software¹ under an existing license.
2. Rental Rights waive the prohibition against renting, leasing or lending the software.
3. You must permanently assign Rental Rights to each device on which you license the software, if you want to rent the device.
4. You must require users to accept the license terms for the software in writing or electronically.
5. You must notify users that Microsoft offers no warranty to the software, will not defend users against any third party claims or be liable for any damages arising from use of the software.
6. .
7. The software may not be used in a virtual environment.
8. The software may not be accessed remotely, except for technical support purposes using Remote Assistance or similar technologies.
9. Rental Rights expire with the underlying license, or upon reassignment of the underlying license or permanent failure of Licensed Device.

¹ See the Product List for qualifying software for Rental Rights.

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Windows 8.1 Pro and Enterprise

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

See Applicable Notices: **Data Transfer, H.264/AVC, VC-1, and MPEG-4 Part 2, Potentially Unwanted Software** (Notice I) (See [Appendix 1](#))

Additional Terms:

WINDOWS APPS

Windows apps (such as Mail, Calendar, and People) are apps that are developed by Microsoft, included with Windows, and licensed to you under this agreement. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to online services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?linkid=246338> or for Windows apps that access Xbox services, the <http://xbox.com/legal/livetou>. We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting <http://choice.live.com>.

FOR WINDOWS 8.1, WINDOWS 8.1 K, WINDOWS 8.1 KN:

Windows 8.1 and Windows 8.1 K include Windows Media Player and related technologies identified by the Korean Fair Trade Commission (KFTC) and a link to the Windows Live Messenger Download. Windows 8.1 KN does not include Windows Media Player or related technologies identified by the KFTC. Please see the Microsoft Product List at

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WINDOWS 8.1 K

The KFTC requires that the software contain links to a Media Player Center Web site and a Messenger Center Web site which have links to third party sites to enable you to download and install third party media players and instant messaging software. The third party sites are not under the control of Microsoft, and Microsoft is not responsible for the software or content of any third party sites, any links contained in third party sites, or any changes or updates to the third party software or sites. The inclusion of any link on the Media Player Center Web site or Messenger Center Web site does not imply an endorsement by Microsoft of the third party software, the site or its contents.

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WINDOWS 8.1 KN

Inapplicable Windows Media Player Use Rights: The Windows digital rights management technology and Windows Media Player terms do not apply when running this software.

Notice Regarding the Absence of Windows Media Player: The software does not include Windows Media Player (as defined by the Korean Fair Trade Commission) or Windows Media Player related technologies such as Windows Media Center. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts.

Additional Disclaimer of Warranties: Microsoft provides no warranty whatsoever with respect to Windows media functionality, despite anything to the contrary in your Volume Licensing Agreement.

WINDOWS 8.1 N

Inapplicable Windows Media Player Use Rights: The Windows digital rights management technology and Windows Media Player terms do not apply when running this software.

Notice Regarding the Absence of Windows Media Functionality: The software does not include Windows Media Player (as defined by the European Commission) or Windows Media Player related technologies such as Windows Media Center. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts.

Additional Disclaimer of Warranties: Microsoft provides no warranty whatsoever with respect to Windows media functionality, despite anything to the contrary in your Volume Licensing Agreement.

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Windows Embedded 8.1 Industry Pro and Enterprise

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

See Applicable Notices: **Data Transfer, Visual and Audio Code Standards, Potentially Unwanted Software** (Notice I) (See [Appendix 1](#))

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

Windows Server 2012 R2 Datacenter
Windows Server 2012 R2 Standard

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GENERAL LICENSE TERMS

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

CAL, External Connector License, HPC Workload, Instance, Licensed Server, OSE, Physical OSE, Running Instance, Server, Server Farm, Virtual OSE and Web Workload

SERVER LICENSES

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

1. You must assign each license to a single Server.
2. One license is required for every two Physical Processors on the Server.
3. For Standard licenses, you may use one Running Instance of server software in the Physical OSE and, for each license assigned, one Running Instance in up to two Virtual OSEs on the Licensed Server.
4. For Standard licenses, if all permitted Virtual OSE Instances are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs.
5. For Datacenter licenses, the number of Virtual OSEs is unlimited, and use in the Physical OSE is not limited to hosting and management.
6. Provided that, prior to repartitioning, each hardware partition is fully licensed, and, subsequent to repartitioning, the total number of licenses and Physical Processors remains the same, license reassignment is permitted anytime (i) Physical Processors are reallocated from one licensed hardware partition to another, (ii) two or more partitions are created from one licensed hardware partition, or (iii) one partition is created from two or more licensed hardware partitions.
7. You may use additional software listed in [Appendix 3](#) in conjunction with your use of server software.
8. As a one-time alternative to assigning base CALs per user or per device, a number of base CALs may be dedicated to an Instance of the server software on a single Server (per server mode) to permit up to the same number of users or devices to concurrently access that Instance.

ACCESS LICENSES

1. You must assign each CAL to a user or device, as appropriate, and each External Connector License to a Licensed Server.
2. CALs or External Connector Licenses are required for access to server software.
3. CALs and External Connector Licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
4. CALs are not required for access by another Licensed Server or for up to 2 users or devices to administer the software.
5. CALs are not required to access server software running a Web or HPC Workload.
6. CALs not required for access in a Physical OSE used solely for hosting and managing Virtual OSEs.
7. Your CALs and External Connector Licenses only permit access to your Licensed Servers (not a third party's).

Additional Licensing Requirements and/or Use Rights

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

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

Validation

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

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

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

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

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

Data Storage Technology

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

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PRODUCT-SPECIFIC LICENSE TERMS

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Windows Server 2012 R2 Datacenter

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

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

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, MPEG-4, VC-1** (See [Appendix 1](#))

License Mobility Within Server Farms: **No** (Except for External Connector licenses; See General License Terms)

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

BASE CALs

You need:

- Windows Server 2012 CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
 - Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL²

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

² Only the full User SL satisfies the access requirement

ADDITIVE CALs

Product or Functionality:

Microsoft Application Virtualization for Remote Desktop Services

Windows Server 2012 R2 Rights Management Services

List of CALs:

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

- Azure Rights Management A User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL

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

Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)

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

Forefront Identity Manager 2010 R2 functionality

- Forefront Identity Manager 2010 R2 User CAL (device CALs are not available), **or**
- Enterprise Mobility Suite User SL, **or**
- Microsoft Azure Active Directory Premium

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:

Microsoft Application Virtualization for Remote Desktop Services

Windows Server 2012 R2 Rights Management Services

Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)

Forefront Identity Manager 2010 R2 functionality

List of External Connector Licenses:

- Windows Server 2012 Remote Desktop Services External Connector
- Windows Server 2012 Active Directory Rights Management Services External Connector
- Windows Server 2012 Remote Desktop Services External Connector
- Forefront Identity Manager 2010 R2 External Connector

Additional Terms:

DOWN-EDITION RIGHTS

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

CERTIFICATE AND IDENTITY MANAGEMENT

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

SYNCHRONIZATION SERVICE

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

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Windows Server 2012 R2 Standard

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

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

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, MPEG-4, VC-1** (See [Appendix 1](#))

License Mobility Within Server Farms: **No** (Except for External Connector licenses; See General License Terms)

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

External User Access: **CALs or External Connector****BASE CALs****You need:**

- Windows Server 2012 CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
 - Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL²

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

² Only the full User SL satisfies the access requirement

ADDITIVE CALs**Product or Functionality:**

Microsoft Application Virtualization for Remote Desktop Services

Windows Server 2012 R2 Rights Management Services

Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)

Forefront Identity Manager 2010 R2 functionality

List of CALs:

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

- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Azure Rights Management User SL, **or**
- Azure Rights Management A User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL

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

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

- Forefront Identity Manager 2010 R2 User CAL (device CALs are not available), **or**
- Enterprise Mobility Suite User SL, **or**
- Microsoft Azure Active Directory Premium

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS**Product or Functionality:**

Microsoft Application Virtualization for Remote Desktop Services

List of External Connector Licenses:

- Windows Server 2012 Remote Desktop Services External Connector

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

- Windows Server 2012 Rights Management Services

Windows Server 2012 R2 Remote Desktop Services functionality or Windows Server 2012 R2 for purposes of hosting a graphical user interface (using the Windows Server 2012 R2 Remote Desktop Services functionality or other technology)

Forefront Identity Manager 2010 R2 functionality

☐ Windows Server 2012 Active Directory Rights Management Services External Connector

☐ Windows Server 2012 Remote Desktop Services External Connector

☐ Forefront Identity Manager 2010 R2 External Connector

Additional Terms:

DOWN-EDITION RIGHTS

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

CERTIFICATE AND IDENTITY MANAGEMENT

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

SYNCHRONIZATION SERVICE

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

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GENERAL LICENSE TERMS

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

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

SERVER LICENSES

You have the rights below for each license you acquire.

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

ACCESS LICENSES

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

Additional Licensing Requirements and/or Use Rights

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

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

PRODUCT-SPECIFIC LICENSE TERMS

Exchange Server 2013 Enterprise

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

External User Access: **Licensed with Server** (Access to Additional Functionality requires both Base and Additive CALs)

BASE CALs

You need:

- Exchange Server 2013 Standard CAL, **or**
- BackOffice CAL¹, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Enterprise Mobility Suite², **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**

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

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

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

ADDITIVE CALs

Additional Functionality:

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

Required Additive CAL:

- Exchange Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E3-E4 User SL, **or**
- Office 365 Government E3-E4 without ProPlus User SL

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

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

Additional Terms:

UNAUTHENTICATED ACCESS

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

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

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

[Table of Contents](#) / [Universal Terms](#)

Exchange Server 2013 Standard

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

External User Access: **Licensed with Server** (Access to Additional Functionality requires both Base and Additive CALs)

BASE CALs

You need:

- Exchange Server 2013 Standard CAL, **or**
- BackOffice CAL¹, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Enterprise Mobility Suite², **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**

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

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

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

ADDITIVE CALs

Additional Functionality:

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

Required Additive CAL:

- Exchange Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without Pro Plus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E3-E4 User SL, **or**
- Office 365 Government E3-E4 without Pro Plus User SL

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

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

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[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

Additional Terms:

UNAUTHENTICATED ACCESS

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

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

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

[Table of Contents](#) / [Universal Terms](#)

Microsoft Dynamics AX 2012 R3 Server

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

External User Access: **Licensed with Server**

BASE CALs

Functionality:

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

Required CAL:

- Microsoft Dynamics AX 2012 R3 Self-Serve CAL

ADDITIVE CALs

Additional Functionality:

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

Required Additive CAL:

- Microsoft Dynamics AX 2012 R3 Task Use Additive CAL

Additional Functionality:

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

Required Additive CAL:

- Microsoft Dynamics AX 2012 R3 Functional Use Additive CAL

Additional Functionality:

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

Required Additive CAL:

- Microsoft Dynamics AX 2012 R3 Enterprise Use Additive CAL

Additional Terms:

MODIFICATION RIGHT

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

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

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

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Microsoft Dynamics AX 2012 R3 Store Server

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

External User Access: **Licensed with Server**

BASE CALs

Functionality:

Required CAL:

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

ADDITIVE CALs**Additional Functionality:**

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

Additional Functionality:

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

Additional Functionality:

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

Required Additive CAL:

- Microsoft Dynamics AX 2012 R3 Task Use Additive CAL

Required Additive CAL:

- Microsoft Dynamics AX 2012 R3 Functional Use Additive CAL

Required Additive CAL:

- Microsoft Dynamics AX 2012 R3 Enterprise Use Additive CAL

Additional Terms:**MODIFICATION RIGHT**

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

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

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

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Microsoft Dynamics CRM 2015 Server

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

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

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

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, Bing Maps, and Yammer** (See [Appendix 1](#))

External User Access: **Licensed with Server; CALs required for access through Microsoft Dynamics CRM 2015 Clients**

BASE CALs**Functionality:**

- Essential use access to Microsoft Dynamics CRM Server 2015

Required CAL:

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

ADDITIVE CALs**Additional Functionality:**

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

Required Additive CAL:

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

Additional Functionality:

- Professional use access to Microsoft Dynamics CRM Server 2015 (additive to Basic Use Additive CAL)

Required Additive CAL:

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

Additional Terms:**FAIL-OVER RIGHTS**

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

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

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

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Microsoft Office Audit and Control Management Server 2013

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

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

External User Access: **Licensed with Server**

BASE CALs

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

- SharePoint Server 2013 Standard CAL and SharePoint Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹ **or**
- Enterprise CAL Bridge for Microsoft Intune², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- SharePoint Online Plan 2 User SL

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

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

Additional Terms:**CAL WAIVER FOR USERS ACCESSING PUBLICLY AVAILABLE CONTENT**

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

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

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

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Project Server 2013

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

BASE CALs**You need:**

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

Additional Terms:**LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS**

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

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SharePoint Server 2013

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

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

External User Access: **Licensed with Server**

BASE CALs**You need:**

- SharePoint Server 2013 Standard CAL, **or**
 - Core CAL Suite¹, **or**
 - Core CAL Bridge for Microsoft Intune¹, **or**
 - Core CAL Bridge for Enterprise Mobility Suite², **or**
 - Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
 - Enterprise CAL Suite¹, **or**
 - Enterprise CAL Bridge for Microsoft Intune¹, **or**
 - Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
 - Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
 - Office 365 Enterprise E1, E3, or E4 User SL, **or**
 - Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
 - Office 365 Nonprofit E3 User SL, **or**
 - Office 365 Education E3-E4 User SL, **or**
 - Office 365 Government E1, E3, or E4 User SL, **or**
 - Office 365 Government E3-E4 without ProPlus User SL, **or**
- ¹ with active Software Assurance coverage on October 1, 2012, or later
² with active Software Assurance on or after the date the software is first available for download through Volume Licensing
- SharePoint Online Plan 1 User SL, **or**
 - SharePoint Online Plan 1G User SL, **or**
 - SharePoint Online Plan 2 User SL, **or**
 - SharePoint Online Plan 2A User SL, **or**
 - SharePoint Online Plan 2G User SL

ADDITIVE CALs**Additional Functionality:**

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

Required Additive CAL:

- SharePoint Server 2013 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Office 365 Enterprise E3-E4 User SL, **or**
- Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
- Office 365 Nonprofit E3 User SL, **or**
- Office 365 Education E3-E4 User SL, **or**
- Office 365 Government E3-E4 User SL, **or**

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- Advanced Charting

- Office 365 Government E3-E4 without ProPlus User SL, **or**
 - SharePoint Online Plan 2 User SL, **or**
 - SharePoint Online Plan 2A User SL, **or**
 - SharePoint Online Plan 2G User SL
- ¹ with active Software Assurance coverage on October 1, 2012, or later
- ² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

Additional Terms:

CAL WAIVER FOR USERS ACCESSING PUBLICLY AVAILABLE CONTENT

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

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

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

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Skype for Business Server 2015

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

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

BASE CALs

You need:

- Skype for Business Server 2015 Standard CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Enterprise Mobility Suite², **or**
- Core CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Skype for Business Online Plan 1 or 1G User SL, **or**
- Skype for Business Online Plan 2, 2A or 2G User SL, **or**

- Office 365 Enterprise E1, E3, or E4 User SL, **or**
 - Office 365 Enterprise E3-E4 without ProPlus User SL, **or**
 - Office 365 Nonprofit E3 User SL, **or**
 - Office 365 Education E3-E4 User SL, **or**
 - Office 365 Government E1, E3, or E4 User SL, **or**
 - Office 365 Government E3-E4 without ProPlus User SL
- ¹ with active Software Assurance coverage on October 1, 2012, or later
- ² with active Software Assurance on or after the date the software is first available for download through Volume Licensing

ADDITIVE CALs

Additional Functionality:

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

Required Additive CAL:

- Skype for Business Server 2015 Enterprise CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite², **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- Skype for Business Online Plan 2, 2A or 2G User SL, **or**

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[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

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

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

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

Additional Functionality:

- Voice Telephony
- Call Management

Required Additive CAL:

- Skype for Business Server 2015 Plus CAL, **or**
- Office 365 Enterprise E4 User SL, **or**
- Office 365 Enterprise E4 without ProPlus User SL, **or**
- Office 365 Education E4 User SL, **or**
- Office 365 Government E4 User SL, **or**
- Office 365 Government E4 without ProPlus User SL

Additional Terms:

[UNAUTHENTICATED ACCESS](#)

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

[LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS](#)

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

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SQL Server 2014 Business Intelligence

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

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

External User Access: **CALs**

BASE CALs

You need:

- SQL Server 2014 CAL

Additional Terms:

[RUNNING INSTANCES OF THE SERVER SOFTWARE](#)

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

[DOWN-EDITION RIGHTS](#)

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

[LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS](#)

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

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

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SQL Server 2014 Enterprise

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

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

Additional Terms:

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

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SQL Server 2014 Standard

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

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

BASE CALs

You need:

- ☐ SQL Server 2014 CAL

Additional Terms:

[RUNNING INSTANCES OF THE SERVER SOFTWARE](#)

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

[DOWN-EDITION RIGHTS](#)

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

[LICENSE MOBILITY -- ASSIGNING SERVER LICENSES AND USING SOFTWARE WITHIN AND ACROSS SERVER FARMS](#)

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

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Visual Studio Team Foundation Server 2013 with SQL Server 2014 Technology

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

Self-Hosting of Applications Allowed: Yes (See Appendix 2)	Additional Software: Yes (See Appendix 3)
License Mobility Within Server Farms: Yes (See General Terms)	External User Access: CALs
Included Technologies: SQL Server Technology, Windows Software Components (See Universal License Terms)	

BASE CALs

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You need:

- Visual Studio Team Foundation Server 2013 CAL

ADDITIVE CALs**Additional Functionality:**

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

Required Additive License (i.e. Additive CAL equivalent):

- Visual Studio Test Professional 2013 with MSDN, **or**
- Visual Studio Premium 2013 with MSDN, **or**
- Visual Studio Ultimate 2013 with MSDN, **or**
- MSDN Platforms

Additional Terms:**USAGE NOT REQUIRING A CLIENT ACCESS**

LICENSE A CAL is not required:

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

VISUAL STUDIO TEAM FOUNDATION SERVER BUILD SERVICES

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

LICENSE TERMS FOR MICROSOFT SHAREPOINT FOUNDATION 2013

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

THIRD PARTY SOFTWARE

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

TECHNICAL LIMITATIONS

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

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

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

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Windows MultiPoint Server 2012 Premium

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (See [Appendix 1](#))

External User Access: **CALs**

BASE CALs**You need:**

- Windows MultiPoint Server 2012 CAL

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

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And:

² Only the full User SL satisfies the access requirement

- Windows Server 2012 CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL²

ADDITIVE CALs

Product or Functionality:

Windows Server 2012 Rights Management Services

List of CALs:

- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL

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

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

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

- One instance of the server software in the physical OSE¹, and
- One instance of the server software in one virtual OSE

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

ACCESS LICENSES

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

VALIDATION

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

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

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

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

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

WINDOWS MULTIPoint SERVER 2012 CONNECTOR

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

DATA STORAGE TECHNOLOGY

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

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Windows MultiPoint Server 2012 Standard

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software (Notice I)** (See [Appendix 1](#))

External User Access: **CALs**

BASE CALs

You need:

- Windows MultiPoint Server 2012 CAL

And:

- Windows Server 2012 CAL, **or**
- Core CAL Suite¹, **or**
- Core CAL Bridge for Microsoft Intune¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Core CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL²

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

² Only the full User SL satisfies the access requirement

ADDITIVE CALs

Product or Functionality:

Windows Server 2012 Rights Management Services

List of CALs:

- Windows Server 2012 Active Directory Rights Management Services CAL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise Mobility Suite User SL

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

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

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

- One Instance of the server software in the Physical OSE¹, and
- One Instance of the server software in one Virtual OSE

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

ACCESS LICENSES

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

VALIDATION

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

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

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

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

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

WINDOWS MULTIPOINT SERVER 2012 CONNECTOR

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

DATA STORAGE TECHNOLOGY

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

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GENERAL LICENSE TERMS

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

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

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

Server Licenses

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

LICENSING BY PHYSICAL CORE ON A SERVER

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

LICENSING BY INDIVIDUAL VIRTUAL OSE

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

Additional Licensing Requirements and/or Use Rights

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

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

PRODUCT-SPECIFIC LICENSE TERMS

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BizTalk Server 2013 R2 Branch

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

Self-Hosting of Applications Allowed: No

Additional Software: Yes (See [Appendix 3](#))

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

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

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

Additional Terms:

OFFICE WEB COMPONENT

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

LIMITATIONS ON USE

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

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

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

[Table of Contents / Universal Terms](#)

BizTalk Server 2013 R2 Enterprise

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

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

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

Additional Terms:

OFFICE WEB COMPONENT

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

[Table of Contents / Universal Terms](#)

BizTalk Server 2013 R2 Standard

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

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

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

Additional Terms:

OFFICE WEB COMPONENT

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

LIMITATIONS ON USE

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

Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

Additional Terms:

MODIFICATION RIGHT

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

[Table of Contents](#) | [Universal Terms](#)

SQL Server 2012 Parallel Data Warehouse Core

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

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

Additional Software: **Yes** (See [Appendix 3](#))

License Mobility Within Server Farms: **No**

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

Additional Terms:

THIRD PARTY SOFTWARE

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

FAIL-OVER SERVERS

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

[Table of Contents](#) | [Universal Terms](#)

SQL Server 2014 Enterprise Core

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

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

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

Additional Terms:

DOWN-EDITION RIGHTS

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

[Table of Contents](#) | [Universal Terms](#)

SQL Server 2014 Standard Core

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

[Introduction](#) → [Universal Terms](#) → [Desktop Apps](#) → [Desktop OS](#) → [Processor/CAL](#) → [Server/CAL](#) → [Per Core](#)

[Mgmt Servers](#) → [Specialty Servers](#) → [Dev Tools](#) → [Online Services](#) → [Combined Models](#) → [Appendices](#) → [Product Index](#)

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

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

Additional Software: **Yes** (See [Appendix 3](#))

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

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

See Applicable Notices: **Automatic Updates** (See [Appendix 1](#))

Additional Terms:

DOWN-EDITION RIGHTS

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

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GENERAL LICENSE TERMS

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

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

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

SERVER MANAGEMENT LICENSES:

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

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

CLIENT MANAGEMENT LICENSES:

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

MANAGEMENT LICENSES ARE NOT REQUIRED FOR:

1. OSEs in which there are no Running Instances of software.
2. Any of your network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software.
3. Conversion of OSEs from Physical to Virtual.
4. Any device solely monitored or managed for hardware components' status with respect to system temperature, fan speed, power on/off, system reset or CPU availability.
5. The physical OSE on your server when it is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service OSEs on that device.

NO COPYING OR DISTRIBUTING DATA SETS

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

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

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PRODUCT-SPECIFIC LICENSE TERMS

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System Center 2012 R2 Client Management Suite

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

License Mobility Within Server Farms: **No**

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

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

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

CLIENT MANAGEMENT LICENSES

You need:

- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Bridge for Office 365 and Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Microsoft Intune¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite¹, **or**
- Enterprise CAL Bridge for Enterprise Mobility Suite User SL, **or**
- System Center 2012 R2 Client Management Suite (User or OSE Client ML)

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

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System Center 2012 R2 Configuration Manager

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

License Mobility Within Server Farms: **No**

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

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

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

CLIENT MANAGEMENT LICENSES

You need:

- Core CAL Suite¹, **or**
- Core CAL Bridge for Office 365¹, **or**
- Core CAL Bridge for Office 365 User SL, **or**
- Enterprise CAL Suite¹, **or**
- Enterprise CAL Bridge for Office 365¹, **or**
- Enterprise CAL Bridge for Office 365 User SL, **or**
- Microsoft Intune User SL, **or**
- Enterprise Mobility Suite User SL²
- System Center 2012 R2 Configuration Manager (User or OSE Client ML)

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

² Only the full User SL satisfies the access requirement

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System Center 2012 R2 Datacenter

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

License Mobility Within Server Farms: **No**

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

[Introduction](#) → [Universal Terms](#) → [Desktop Apps](#) → [Desktop OS](#) → [Processor/CAL](#) → [Server/CAL](#) → [Per Core](#)

Mgmt
Servers

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SERVER MANAGEMENT LICENSES**Required Server Management Licenses:**

- ☐
- System Center 2012 R2 Datacenter

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

License Mobility Within Server Farms: **No**Self-Hosting of Applications Allowed: **Yes** (See [Appendix 2](#))See Applicable Notices: **Data Transfer, Bing Maps** (See [Appendix 1](#))Included Technologies: **SQL Server Technology, Windows Software Components** (See [Universal License Terms](#))**SERVER MANAGEMENT LICENSES****Required Server Management Licenses:**

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- System Center 2012 R2 Standard

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GENERAL LICENSE TERMS

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

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

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

SERVER LICENSES

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

Additional Licensing Requirements and/or Use Rights

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

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

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PRODUCT-SPECIFIC LICENSE TERMS

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Forefront Identity Manager 2010 - Windows Live Edition

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **No**

License Mobility Within Server Farms: **No**

Additional Terms:

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

[Table of Contents](#) / [Universal Terms](#)

Microsoft Dynamics CRM Workgroup Server 2015

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, Bing Maps, and Yammer** (See [Appendix 1](#))

License Mobility Within Server Farms: **No**

System Center Virtual Machine Manager 2008 R2 Workgroup Edition

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

License Mobility Within Server Farms: **No**

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

Windows Server 2012 R2 Essentials

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

Self-Hosting of Applications Allowed: **No**

Additional Software: **Yes** (See [Appendix 3](#))

See Applicable Notices: **Data Transfer, MPEG-4, VC-1, Potentially Unwanted Software** (Notice I) (See [Appendix 1](#))

License Mobility Within Server Farms: **No**

Additional Terms:

LIMITATIONS ON USE

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

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

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

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

USING THE SERVER SOFTWARE

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

WINDOWS SERVER 2012 R2 ESSENTIALS CONNECTOR

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

WINDOWS SERVER 2012 R2 ACTIVE DIRECTORY RIGHTS MANAGEMENT SERVICES ACCESS

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

VALIDATION

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

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

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

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

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

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

DATA STORAGE TECHNOLOGY

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

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GENERAL LICENSE TERMS

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

Licensed User, OSE, Physical OSE, Production Environment, Virtual OSE

You have the rights below for each license you acquire.

- You must assign each license to a single user.
- Each Licensed User may run an unlimited number of copies of the Developer Tools software and any prior version on any device.
- The Licensed User may use the software for evaluation and to design, develop, test, and demonstrate your programs. These rights include the use of the software to simulate an end user environment to diagnose issues related to your programs.
- The software is not licensed for use in a Production Environment.
- Additional rights provided in license terms included with the software are additive to these License Agreement/Product Use Rights, provided that there is no conflict with these License Agreement/Product Use Rights, except for superseding use terms outlined below.

Additional License Terms for MSDN Subscriptions

In addition to the rights in the General License Terms, you may allocate an MSDN subscription for each license you acquire. For MSDN subscriptions, the "software" means what is made available to your subscription level via MSDN Subscriber Downloads.

RUNNING THE SOFTWARE ON MICROSOFT AZURE PLATFORM SERVICES

- The Licensed User may run the software on Microsoft Azure Platform Services
- The use of the software remains subject to the terms and conditions of your Volume Licensing Agreement.
- Except as provided here, the General License terms of the Developer Tools Licensing Model of these License Agreement/Product Use Rights applies to the use of the software. Despite the rights granted above, the Licensed User may not run Office Professional Plus or System Center Virtual Machine Manager for production use and may not run Windows Server or Windows Desktop operating system software for any use on third party shared servers.
- The right to run software on Microsoft Azure Platform Services expires with the expiration of your MSDN subscription.

ADDITIONAL REQUIREMENTS

To run software on Microsoft Azure Platform Services you must:

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

ACCEPTANCE TESTING AND FEEDBACK

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

SUPERSEDING USE TERMS

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

WINDOWS SERVER 2012 R2 REMOTE DESKTOP SERVICES

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

WINDOWS DESKTOP OPERATING SYSTEM

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

WINDOWS EMBEDDED PRODUCT

Windows Embedded is licensed under the terms that come with it, including any Microsoft's obligations related to defense of infringement and misappropriation claims, however each Licensed User may install and use an unlimited number of copies.

.NET FRAMEWORK SOFTWARE

The software for the product contains Microsoft .NET Framework software and may contain PowerShell software. See the license terms for Windows Software Components in the Universal License Terms.

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PRODUCT-SPECIFIC LICENSE TERMS

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BizTalk Server 2013 R2 Developer

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

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MSDN Operating Systems

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

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

[Table of Contents](#) | [Universal Terms](#)

MSDN Platforms

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

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

[Table of Contents](#) | [Universal Terms](#)

SQL Server 2014 Developer

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

Additional Terms:**DEMONSTRATION**

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

[Table of Contents](#) | [Universal Terms](#)

SQL Server 2012 Parallel Data Warehouse Developer

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

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Visual Studio Premium 2013 with MSDN

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

[Introduction](#) [Universal Terms](#) [Desktop Apps](#) [Desktop OS](#) [Processor/CAL](#) [Server/CAL](#) [Per Core](#)

[Mgmt Servers](#) [Specialty Servers](#) [Dev Tools](#) [Online Services](#) [Combined Models](#) [Appendices](#) [Product Index](#)

Additional Terms:

THIRD PARTY SOFTWARE

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

BUILDSEVER.TXT FILE

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

UTILITIES

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

TECHNICAL LIMITATIONS

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

MICROSOFT SHAREPOINT, WINDOWS SOFTWARE DEVELOPMENT KIT (WINDOWS SDK) AND MICROSOFT OFFICE COMPONENTS

The software is accompanied by Microsoft SharePoint software, including SharePoint Windows Identity Foundation Extensions, Microsoft Office Software, including Office Primary Interop Assemblies and Windows SDKs, which are all licensed to you under their own terms. The license terms for these software components are located in the "Licenses" folder of the software installation directory. If you do not agree to the license terms for these software components, you may not use them.

MICROSOFT ADVERTISING SDK

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

EXTENSION AND PACKAGE MANAGER FEATURES

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

OFFICE PROFESSIONAL PLUS 2013

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

MICROSOFT SYSTEM CENTER VIRTUAL MACHINE MANAGER (SCVMM)

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

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Visual Studio Professional 2013

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

See Applicable Notices: **Data Transfer, Bing Maps, Location Framework, Mapping APIs, Microsoft Accounts in Visual Studio, H.264/MPEG-4 AVC and/or VC-1** (See [Appendix 1](#))

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By using these software features, you consent to the transmission of computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you run the software.

NOTICE ABOUT THE H.264/AVC VISUAL STANDARD, THE VC-1 VIDEO STANDARD, AND THE MPEG-4 PART 2 VISUAL STANDARD

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

POTENTIALLY UNWANTED SOFTWARE (NOTICE I)

If turned on, Windows Defender will search your computer for many types of malicious software ("malware"), including viruses, worms, bots, rootkits, "spyware," "adware" and other potentially unwanted software. ~~If you choose the recommended security settings when you first start using the software, such malware and other potentially unwanted software rated "high" or "severe" will automatically be removed. This removal may result in other software on your computer ceasing to work or your breaching a license to use that software.~~

It is possible that software that is not unwanted may be removed or disabled. If you use Windows Defender and Windows Update, Windows Defender is regularly updated through Windows Update.

POTENTIALLY UNWANTED SOFTWARE (NOTICE II)

The software will search your computer for low to medium severity Malware, including but not limited to, spyware, and other ~~potentially unwanted software ("Potentially Unwanted Software"). The software will only remove or disable low to medium severity~~ Potentially Unwanted Software if you agree. Removing or disabling this Potentially Unwanted Software may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer, if the other software installed this Potentially Unwanted Software on your computer as a condition of your use of the other software. You should read the license agreements for other software before authorizing the removal of this Potentially Unwanted Software.

By using the software, it is possible that you or the system will also remove or disable software that is not Potentially Unwanted Software.

RECORDING NOTICE

The laws of some jurisdictions require notice to or the consent of individuals prior to intercepting, monitoring and/or recording their ~~communications and/or restrict collection, storage, and use of personally identifiable information. You agree to comply with all~~ applicable laws and to obtain all necessary consents and make all necessary disclosures before using the online service and/or the recording feature(s).

NOTICE ABOUT THE VISUAL AND AUDIO CODEC STANDARDS

The Windows Embedded 8.1 Industry software may include visual and audio encoding and decoding technology. It is not licensed ~~for any implementation or distribution in any commercial product or service. You are responsible for determining and securing~~ license rights to include the technology in any commercial products and services that you develop or use with the software.

YAMMER

The software connecting Microsoft Dynamics CRM with Yammer will enable certain data to be shared between the two services. At ~~the direction of you or your end users, the following data will be transmitted to Yammer through Microsoft Dynamics CRM:~~ (i) posts; (ii) links to CRM records; (iii) information contained in the description field of the CRM records; and (vi) any other activity or content

you or your end users share with Yammer. Yammer's Terms of Use are available at <https://www.yammer.com/about/terms/>. Its Privacy Statement is available at <https://www.yammer.com/about/privacy/> apply to Customer Data sent to Yammer.

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Appendix 2: Software Assurance Benefits

These benefits require Software Assurance coverage, and in some cases Software Assurance Membership. Please see the Product List for details and a complete list of Software Assurance benefits. Except as noted below, these benefits expire when your Software Assurance coverage ends.

Desktop Applications -- E-Learning

The Desktop Applications section of the License Agreement/Product Use Rights provides your license terms for eLearning Training Kits. However, you may not have more users than you have E-Learning licenses.

Microsoft Desktop Optimization Pack (MDOP) for Software Assurance

See Applicable Notices: Data Transfer, Potentially Unwanted Software (Notice II)

~~Active Software Assurance for the Windows Desktop Operating System, Active Software Assurance for Windows Industry, or an active VDA license~~ provides you with eligibility to acquire licenses for MDOP. These licenses are an optional and separate purchase from Software Assurance. See the Product List for details and other eligibility options. MDOP includes the following:

- Microsoft Application Virtualization for Windows Desktops (App-V)
- Microsoft Advanced Group Policy Management (AGPM)
- Microsoft Diagnostics and Recovery Toolset (DaRT)
- Microsoft Enterprise Desktop Virtualization (MED-V)
- Microsoft BitLocker Administration and Monitoring (MBAM)
- Microsoft User Experience Virtualization (UE-V)

If you invoke this benefit, you have the rights below for each MDOP for Software Assurance license you acquire. See [Universal License Terms, Definitions](#) for meanings of "Qualifying Third Party Device."

INSTALLATION AND USE RIGHTS

The "Licensed Device" is the device to which you have assigned your corresponding qualifying license (and Active Software Assurance coverage, if applicable).

You may install and use the software on the Licensed Device. Some functionality in the software is designed to manage software on the Licensed Device. You may use that functionality on other devices solely to manage software running on the Licensed Device. You may also use the following components to manage software on servers within your domain, so long as the desktops within that domain are licensed for MDOP:

- AGPM
- DaRT
- UE-V

REMOTE ACCESS

You may access and use the MDOP for Software Assurance software running on the Licensed Device remotely from another device as described below.

- **Primary user¹:** The single primary user of a device may access and use the software remotely from any other device. No other person may use the software under the same license at the same time, except to provide support services.
- **Non-primary users:** Any user may access and use the software remotely from a separately Licensed Device.
- **Remote assistance:** You may allow other devices to access the software to provide you with support services. You do not need additional licenses for this access.

¹ as that term is defined in the Desktop Operating Systems section

ROAMING USE RIGHTS

Except as provided below, the single primary user of the Licensed Device may use the MDOP for Software Assurance software on a Qualifying Third Party Device (See [Universal License Terms, Definitions](#)) to support permitted use or remote access of your licensed software on that Qualifying Third Party Device.

Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.

These rights are granted subject to the limitation on the number of users in the "Primary User" section, and all use must be for work-related purposes.

The primary user's right to use the MDOP for Software Assurance software under these Roaming Use Rights terminates when either the corresponding rights on the Licensed Device expire or there is a change in the primary user status. At that time, you must ensure that that user is no longer using the MDOP for Software Assurance software under the Roaming Use Rights.

BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the MDOP for Software Assurance software.

TERM OF LICENSE

You may not access or use the software after your corresponding Windows Software Assurance coverage, Windows Software Assurance coverage, Windows Virtual Desktop Access subscription license, or MDOP license expires.

Microsoft Dynamics CRM 2015 Professional Use Additive CAL – Unified Service Desk

Each Microsoft Dynamics CRM 2015 Professional Use Additive CAL with active Software Assurance provides you the right to install and use Unified Service Desk (USD). The right to use USD is limited to the user or device to whom the qualifying CAL is assigned. You may not access or use USD after your Software Assurance coverage expires.

Microsoft Dynamics AX 2012 R3 Servers – Fail-over Servers

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server in anticipation of a fail-over event.

In order to utilize this benefit, you must comply with the following terms:

- Maintain Software Assurance coverage on the server licenses and core licenses under which you run your licensed software and for all CALs under which you access your licensed software.
- Your right to run the passive fail-over instances ends when your Software Assurance coverage ends.

Fail-over server rights do not apply in the case of software moved to shared third party servers under License Mobility through Software Assurance.

Microsoft Dynamics AX – Localization and Updates

Microsoft provides updates to the licensed software from time to time, which include revisions to help organizations remain current with applicable government tax and regulatory requirements (please refer to 'Country Availability' section in the Product List for more details). You are eligible to receive these updates and use them on licensed servers and the CALs permitting access to those licensed servers provided you have active Software Assurance for the licensed server and CALs.

Office 2013, Project 2013 or Visio 2013 -- Roaming Use Rights

The Desktop Applications section of the License Agreement/Product Use Rights, as supplemented below, provides your license terms for use of the software under all editions of Office 2013, Project 2013 and Visio 2013 licenses with active Software Assurance coverage. In the case of any conflict between the terms in the Desktop Applications section and this section, these license terms govern. These rights are granted subject to the limitation on the number of users in the General License Terms of the Desktop Applications section, and all use must be for work-related purposes.

USE OF SOFTWARE ON QUALIFYING THIRD PARTY DEVICE

Except as provided below, the single primary user of the Licensed Device may:

- remotely access the software running on your servers (e.g., in your datacenter) from a Qualifying Third Party Device,
- run the software in a virtual OSE on a Qualifying Third Party Device, and
- install and use the software on an USB drive on a Qualifying Third Party Device.

Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops do not include any Qualifying Third Party Device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights (See [Universal License Terms, Definitions](#)).

When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.

You may not run the software in the physical OSE on the third party device under the Roaming Use Rights

MAKING AND STORING COPIES ON YOUR SERVERS OR STORAGE MEDIA

You have the additional rights below for each of your Office 2013, Project 2013 and Visio 2013 licenses with active Software Assurance coverage:

- You may make any number of copies of the software.
- You may store copies of the software on any of your servers or storage media.

- You may make and store copies of the software solely to exercise your right to access and use the software under your licenses as described above (e.g., you may not distribute copies of the software to third parties).

TERM OF LICENSE

The primary user's right to use the software under these Roaming Use Rights terminates when either the corresponding rights on the Licensed Device expire, Software Assurance coverage expires or there is a change in the primary user status. At that time, you must ensure that that user is no longer using the software under the Roaming Use Rights.

Despite anything to the contrary in your Volume Licensing Agreement, these Roaming Use Rights are non-perpetual. You may not access or use the software under the license terms of this Roaming Use Rights section after your Software Assurance coverage expires.

Remote Desktop Services (“RDS”) User CAL -- Extended Rights

You may use your RDS User CALs with active Software Assurance coverage, as described in the Windows Server license terms in these License Agreement/Product Use Rights, with Windows Server software running on a third party's shared servers.

Requirements:

- Maintain Software Assurance coverage on your CALs under which you exercise RDS User CAL – Extended Rights.
- For each CAL used in this manner, either (i) exercise these rights on Microsoft Azure Platform Services or (ii) designate a qualified License Mobility through Software Assurance Partner through which you will exercise these rights. A list of qualified License Mobility through Software Assurance Partners is available at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>. You may designate a new License Mobility through Software Assurance Partner or elect to move from a License Mobility through Software Assurance Partner to Microsoft Azure Platform Services, but you must wait at least 90 days following a designation or election to make a new designation or election.
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run your licensed software on their shared servers. The License Mobility Validation form will be made available to you by the qualified License Mobility through Software Assurance Partner.
- The OSE(s) in which you exercise RDS User CAL – Extended Rights must be dedicated to and accessed only by you. Other than administrative access by your designated License Mobility through Software Assurance Partner, no other party may access the OSE(s).
- RDS User CAL – Extended Rights permit access by your users only for your internal benefit. They do not permit access by other users, such as users of solutions you make available to third parties.

You may continue to access RDS functionality running on your servers and otherwise exercise use rights under your RDS User CALs outside of these RDS User CAL – Extended Rights; however, each CAL must be assigned to the same single user accessing RDS functionality under the Extended Rights. You may reassign your CALs only as permitted in the “License Reassignment” section of the Universal License Terms. If you reassign a RDS User CAL, the former user may no longer exercise RDS User CAL – Extended Rights on the third party's shared servers.

RDS User CAL – Extended Rights are intended to facilitate access to a graphical user interface hosted on Windows Server using RDS functionality or similar technology (sometimes referred to as “RDS Sessions.” They do not convey any right to deploy Windows desktop operating system via virtual desktop infrastructure on the third party's shared servers.

Your rights to exercise RDS User CAL – Extended Rights on the third party's shared servers expires with the expiration of the Software Assurance coverage on your RDS User CALs.

Servers -- Disaster Recovery Rights

For each instance of eligible server software you run in a physical or virtual OSE on a licensed server, you may temporarily run a backup instance in physical or virtual OSE on either, (a) servers dedicated to disaster recovery and to your use, or, (b) for instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup instance is managed by Azure Site Recovery to Azure. The license terms for the software and the following limitations apply to your use of the backup instance.

The backup instance can run only during the following exception periods:

- For brief periods of disaster recovery testing within one week every 90 days
- During a disaster, while the production server being recovered is down
- Around the time of a disaster, for a brief period, to assist in the transfer between the primary production server and the disaster recovery server

In order to use the software under disaster recovery rights, you must comply with the following terms:

- The OSE on the disaster recovery server must not be running at any other times except as above.
- The OSE on the disaster recovery server may not be in the same cluster as the production server.

- Other than backup instances run on Microsoft Azure Services, Windows Server license is not required for the disaster recovery server if the following conditions are met:
 - The Hyper-V role within Windows Server is used to replicate virtual OSEs from the production server at a primary site to a disaster recovery server.
 - The disaster recovery server may be used only to
 - run hardware virtualization software, such as Hyper-V,
 - provide hardware virtualization services,
 - run software agents to manage the hardware virtualization software,
 - serve as a destination for replication,
 - receive replicated virtual OSEs, test failover, and
 - await failover of the virtual OSEs.
 - run disaster recovery workloads as described above
 - The disaster recovery server may not be used as a production server.
- Use of the software backup instance should comply with the license terms for the software.
- Once the disaster recovery process is complete and the production server is recovered, the backup instance must not be running at any other times except those times allowed here.
- Maintain Software Assurance coverage for all CALs, External Connector licenses and Server Management Licenses under which you access the backup instance and manage the OSEs in which that software runs.
- Your right to run the backup instances ends when your Software Assurance coverage ends.

Servers -- License Mobility through Software Assurance

License Mobility through Software Assurance lets you move certain on-premises licenses covered by Software Assurance to third party shared servers subject to the terms below. See [Universal License Terms, Definitions](#) for meanings of "CALs," "manage," "OSEs," "server farm," and "virtual OSEs."

Applicable Products:

All Products that are currently eligible for "License Mobility within Server Farms" and covered by Software Assurance are eligible for License Mobility through Software Assurance. In addition, the following Products are also eligible for License Mobility through Software Assurance:

- System Center – all Server Management Licenses (MLs), including SMSE and SMSD

Permitted Use:

With License Mobility through Software Assurance, you may:

- Move your licensed software from your servers to a third party's shared servers;
- Access your licensed software running on the third party's shared servers under the appropriate access licenses (the CALs and External Connector licenses identified in the license terms for the individual Products subject to the requirement that you maintain Software Assurance coverage on those licenses as described below, and the User and Device SLs identified in the license terms for the individual Products);
- Run your software in virtual OSEs on the third party's shared servers; and/or
- Manage your OSEs that you use on the third party's shared servers; and/or
- Manage your OSEs that you use on your servers using software that you run on the third party's shared servers.

Use of Licensed Software with Microsoft Online Services:

Furthermore, solely in support of your joint use of (i) licensed software on a third party's shared servers (as described here) and (ii) a related, but separately licensed Microsoft Online Service, and despite anything to the contrary in the "Use of Software with the Online Service" section in the Online Services Use Rights, your right to use incidental software provided with that related Microsoft Online Service (software that allows the servers on which your software is run, as described here, to communicate with the Online Service Microsoft provisions) deemed to extend to that third party's shared servers. Except as expressly provided here, your right to run such software on the third party's shared servers remains subject to the license terms for the Online Service, and expires upon the earlier of (i) the expiration of the corresponding Online Service subscription or (ii) your right to use licensed software on the third party's shared servers.

Requirements:

To use License Mobility through Software Assurance, you must:

- Maintain Software Assurance coverage for licenses under which you run software on third party shared servers;
- Maintain Software Assurance coverage for all CALs and External Connector licenses under which you access your licensed software running on third party shared servers;

- Maintain Software Assurance coverage for all Server Management Licenses under which you manage OSEs running in third party shared servers and under which you run software on third party shared servers to manage OSEs running on your servers; □ Run your licensed software and manage your OSEs on third party shared servers solely for your use and benefit;
- Deploy your licenses only with Microsoft Azure Platform Services or qualified License Mobility through Software Assurance Partners. A list of qualified License Mobility through Software Assurance Partners is available at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>; and
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run your licensed software on their shared servers. The License Mobility Validation form will be made available to you by the qualified License Mobility through Software Assurance Partner.

Your rights to run licensed software and manage OSEs on third party shared servers expires with the expiration of the Software Assurance coverage on those licenses. You may move your licensed software from a third party's shared servers back to your servers or to another third party's shared servers, but not on a short term basis (not within 90 days of the last assignment). You may also move instances run or OSEs managed under a particular license from a third party's shared servers in one server farm to its shared servers in another server farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same license must be in the same server farm. Use of software deployed by third parties on shared servers on your behalf remains subject to the terms and conditions of your volume license agreement. You agree that you will be responsible for third parties' actions with regard to software deployed and managed on your behalf. The license terms applicable to the Product together with the License Mobility through Software Assurance terms govern its use. The License Mobility through Software Assurance terms supersede any conflicting license terms for a Product when License Mobility through Software Assurance is used. Generally, your rights to use the software on third party shared servers are the same as the use rights when you run the software on your servers. However, some Products, as outlined below, have different use rights for third party shared servers under License Mobility through Software Assurance:

PRODUCT LICENSING MODEL	PRODUCT OR PRODUCT TYPE	LICENSE	PERMITTED NUMBER OF OSEs PER LICENSE/PERMITTED NUMBER OF CORES PER LICENSE
Server/CAL	External Connector Licenses	Each External Connector license with active Software Assurance coverage	1 OSE per license
Server/CAL	SQL Server	Each Server license with active Software Assurance coverage	1 OSE per license
Per-Processor	All eligible Products	Each Processor license with active Software Assurance coverage	1 OSE with up to 4 virtual processors per license
Per-Core	All eligible Products	Each Core license with active Software Assurance coverage	One virtual core (subject to the License Agreement/Product Use Rights including the requirement of a minimum of 4 cores per OSE)
Management Servers	System Center Server Management Licenses (versions prior to System Center 2012)	Each Server Management license with active Software Assurance coverage	1 Managed OSE per license
Management Servers	System Center Server Management Suites	Each SMSE or SMSD license with active Software Assurance coverage	4 Managed OSEs per License
Management Servers	System Center 2012 R2 Standard	Each System Center 2012 R2 Standard Server Management license with active Software Assurance coverage	2 Managed OSEs per license
Management Servers	System Center 2012 R2 Datacenter	Each System Center 2012 R2 Datacenter Server Management license with active Software Assurance coverage	8 Managed OSEs per license
Specialty Servers	HPC Pack Enterprise	Each Server license with active Software Assurance coverage	1 OSE per license

Servers -- Self-Hosted Applications

The following additional licensing requirements and/or use rights apply to Self-Hosted Applications.

Self-Hosted Applications means those products for which the Product-Specific License Terms that indicate “Self-Hosted Applications: Yes”.

Despite any terms to the contrary in your Volume Licensing Agreement including these License Agreement/Product Use Rights, you may run licensed copies of Self-Hosted Applications that interact directly or indirectly with your own software to create a unified solution (“Unified Solution”) and permit third parties to use it, subject to the terms below.

REQUIREMENTS

You must have the required Microsoft licenses and maintain Software Assurance coverage for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access licenses used to make the Unified Solution available to external users (See [Universal License Terms, Definitions](#)).

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

- be licensed through a Volume Licensing program that is subject to these license terms (e.g., Enterprise Agreement, Select Plus Agreement, Open License Agreement) and not any other (e.g., Services Provider License Agreement, Independent Software Vendor Royalty License and Distribution Agreement); and
- be marked as ‘Yes’ for ‘Self Hosting of Applications Allowed’ in these license terms.

Your software must:

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

All use of the Self-Hosted Applications remains governed by the license terms for those products. You may not transfer licenses acquired under your Volume Licensing Agreement except as permitted in that agreement.

CHANGES TO USE RIGHTS

Despite the terms of your Volume Licensing Agreement, we may modify or discontinue the above use rights at any time. However, if we do so, these use rights and the terms and conditions of your license agreement continue to apply to your use of the Self-Hosted Applications under licenses acquired before the effective date of that change until the end of your current term of Software Assurance coverage.

Servers -- TechNet Subscription Media

See Applicable Notices: Data Transfer

~~The Licensed User assigned a TechNet Subscription may install copies of the software on the user devices solely for evaluation. You may not use the software in a live operating environment, in a staging environment, in an application development environment. Except as provided here, the General License terms of the Developer Tools section of the License Agreement/Product Use Rights applies to the use of the TechNet Subscription Media. Please see the Product List for additional TechNet Software Assurance benefits.~~

Step-Up Licenses

~~A Step-Up License permits you to run a premium edition in place of the qualifying product. When your Step-Up License becomes perpetual, it permanently replaces your rights to the qualifying product.~~

Software Assurance Product Support Services

~~The way you use the software may not be supportable. It may also require you to buy more support services. Each of us may use information acquired in connection with support services as long as that use does not disclose the other’s confidential information. The license terms for the underlying product apply to your use of any fixes.~~

SQL Server – Fail-over Servers

For any OSE in which you use Running Instances of the server software, you may use up to the same number of passive fail-over Running Instances in a separate OSE on any Server in anticipation of a fail-over event.

The following additional requirements apply if you have licensed the software by Physical Core or individual Virtual OSE under the Per Core licensing model:

- If you license based on Physical Cores and the OSE in which you use the passive fail-over Running Instances is on a separate Server, the number of Physical Cores on the separate Server must not exceed the number of Physical Cores on the Licensed Server and the Core Factor for the Physical Processors in that Server must be the same or lower than the Core Factor for the Physical Processors in the Licensed Server.
- If you license by individual Virtual OSE, the number of Hardware Threads used in that separate OSE must not exceed the number of Hardware Threads used in the OSE in which the active Running Instances are used.

In order to utilize this benefit, you must comply with the following terms:

- Maintain Software Assurance coverage on the server licenses and core licenses under which you run your licensed software and for all CALs under which you access your licensed software.
- Your right to run the passive fail-over instances ends when your Software Assurance coverage ends.

Fail-over server rights do not apply in the case of software moved to shared third party servers under License Mobility through Software Assurance.

SQL Server 2014 Enterprise and Biz Talk Server 2013 Enterprise -- Unlimited Virtualization

The license terms for SQL Server 2014 Enterprise and Biz Talk Server 2013 Enterprise in the Servers – Per Core section of the License Agreement/Product Use Rights, as supplemented below, provide your license terms for the software under core licenses ~~with active Software Assurance coverage. In the case of any conflict between the applicable terms in the Servers – Per Core~~ section and the license terms below, the license terms below govern.

For each server to which you have assigned the required number of licenses as provided in the “Physical Cores of a Server” section, you may run on the licensed server any number of instances of the server software in any number of physical and/or virtual OSEs, provided you have active Software Assurance coverage for those licenses.

SQL Server 2012 Parallel Data Warehouse – Feature Updates

We may make feature releases (e.g., appliance updates) available between major product releases. Feature releases will be available only to customers with Software Assurance coverage for the product. The License Agreement/Product Use Rights for the ~~product, as supplemented in this Appendix 2: Software Assurance Benefits, govern your use of feature releases for which you are~~ eligible.

System Center Configuration Manager -- VDI Rights

See the [Universal License Terms, Definitions](#) for meanings of “virtual OSE” and “manage.” The license terms applicable to System Center Configuration Manager Client Management Licenses (“CMLs”) as set forth in the Management Server section of these ~~License Agreement/Product Use Rights, and supplemented here, apply to your use of System Center Configuration Manager~~ software under the following licenses with active Software Assurance coverage: System Center Configuration Manager CMLs, Core CALs, and Enterprise CALs (each, a “VDI qualifying license”). You may use the software to manage, at any one time, up to four virtual OSEs in which software used remotely from the device or by the user to which that VDI qualifying license has been assigned, is running. Those virtual OSEs may be on up to four different virtual desktop infrastructure hosts. Your right to use the software as permitted here expires when Software Assurance on your System Center Configuration Manager CMLs, Core CALs or Enterprise CALs expires.

Visual Studio -- MSDN

The Developer Tools section of the License Agreement/Product Use Rights provides your license terms for MSDN. Your rights to use any software licensed through MSDN become perpetual when your right to use Visual Studio becomes perpetual.

Windows Desktop Operating System -- Rights to run “Clustered HPC Applications”

The Desktop Operating System section of the License Agreement/Product Use Rights, as supplemented below, provides your license terms for use of the software under licenses for the Windows desktop operating system with active Software Assurance coverage. See [Universal License Terms, Definitions](#) for meanings of “Cycle Harvesting node” and “clustered HPC application.”

Despite anything to the contrary in the license terms for the Windows desktop operating system, more than one user may use the software at one time when the additional users use the Licensed Device as a Cycle Harvesting node to run clustered HPC applications.

The rights provided under this section do not permit you to use the Licensed Devices as a general purpose server, database server, web server, e-mail server, print server or file server, for other multi-user access purposes, or for any other similar resource sharing purpose.

Your right to use the software as permitted here expires when Software Assurance coverage on your Windows desktop operating system license expires.

Windows Enterprise (Per User and Per Device), Windows Embedded Industry Enterprise (Per Device), and Windows Virtual Desktop Access (VDA) (Per User and Per Device)

[DEFINED TERMS IN THIS SECTION \(SEE UNIVERSAL LICENSE TERMS\)](#)

"Instance", "Licensed Device", "OSE", "Physical OSE", "Running Instances", and "Virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows 8.1 Embedded Industry

Enterprise. "Licensed Device," as used here, refers to the device to which you assign active coverage.

"Licensed User", as used here, refers to the user to which you assign active coverage. If the underlying user license is transferred from one person to another, the original user of the license is no longer licensed.

Use of the Software in this section is governed by the General License Terms in the Desktop Operating System (Per Copy Per Device) section of these License Agreement/Product Use Rights, the Product-Specific License Terms for Windows Enterprise or Windows Embedded Industry Enterprise and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System sections.

Your right to use the Software as described here is non-perpetual; you may not access or use the Software, as permitted here, after your Software Assurance or VDA coverage expires.

Item		Windows Enterprise SA		Win Emb. Ind. Ent. SA	Windows VDA	
		Per Device	Per User	Per Device	Per Device	Per User
1	Any user of a Licensed Device, or any device used by a Licensed User; may remotely access up to four Instances of the Software Running in Virtual OSEs or one Instance of the Software Running in one Physical OSE on (a) device(s) in your datacenter.	X	X	X	X	X
2A	In addition to item 1, you may run up to four Instances in Virtual OSEs and one Instance in the Physical OSE locally on the Licensed Device. If all of the Instances permitted to run in Virtual OSEs locally are used, you may use the Instance in the Physical OSE only to host and manage the Virtual OSEs. For Windows VDA (Per Device), the Licensed Device must also be licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise.	X		X	X	
2B	In addition to item 1, you may run up to four instances in virtual OSEs and one instance in the physical OSE locally on devices licensed for Windows 8/8.1 Pro or Enterprise, or Windows 7 Professional or Enterprise. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.		X			X
3	In addition to items 1 and 2B above, you may install the Software on devices with integrated screens 10.1" diagonally or less.		X			X
4	Windows To Go: You may create and store an instance of the software on up to two USB drives and use them on Licensed	X	X	X	X	X

		Windows Enterprise SA		Win Emb. Ind. Ent. SA	Windows VDA	
	Devices if licensed per device and on any device if licensed per user.					
5	You may run Windows 8.1 Pro or Enterprise, Windows 8.1 Industry Pro or Enterprise, or any earlier versions of the Software, in place of any permitted Instance.	X	X	X	X	X
6	You do not need a license to access your permitted Instances only to administer the Software.	X	X	X	X	X

Roaming Use Rights (under Windows Desktop Operating System Software Assurance (Per Device), Windows VDA (Per Device), and Windows Embedded Industry Software Assurance (Per Device))

[DEFINED TERMS IN THIS SECTION \(SEE UNIVERSAL LICENSE TERMS\)](#)

"instance", "Licensed Device", "OSE", "qualifying third-party device", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise section or the Windows Embedded 8.1 Industry section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8.1 Enterprise or Windows Embedded 8.1 Industry Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. The single primary user¹ of the Licensed Device may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device² from anywhere off your or your affiliates' premises.
2. The same user may also run one instance of the software in a virtual OSE on a Qualifying Third Party Device while off your and your affiliates' premises.
3. The same user may also run the instance on a USB drive (subject to Windows to Go Rights) on a Qualifying Third Party Device while off your and your affiliates' premises.
4. All Roaming Rights use must be for work-related purposes.
5. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
6. Your right to use the software under Roaming Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows VDA subscription expires.

¹ as that term is defined in the Desktop Operating Systems section

² Despite anything in your Volume Licensing Agreement to the contrary, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

Companion Devices

For the purposes of this section:

"Primary User" means the user who uses a Windows Software Assurance, Windows Embedded Industry Software Assurance, or Windows VDA Licensed Device more than 50% of the time in any 90 day period.

"Companion Device" means any additional device that is used by the Primary User, and either (i) is not capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE), or (ii) is both capable of running an Instance of Windows 8.1 Pro locally (in a Physical or Virtual OSE) and personally owned by the Primary User.

[WINDOWS RT COMPANION DEVICES \(UNDER WINDOWS DESKTOP OPERATING SYSTEM SOFTWARE ASSURANCE, WINDOWS INDUSTRY SOFTWARE ASSURANCE, OR WINDOWS VDA\)](#)

"Window RT Companion Device" means a Companion Device you (not a third party) have licensed for Windows RT or Windows RT 8.1.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8.1 Enterprise or Windows 8.1 Industry Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

- The Primary User may remotely access any permitted Instance of the software Running on servers in your datacenter as provided in the corresponding Windows 8.1 Enterprise and Windows 8.1 Industry Enterprise section from a Windows RT Companion Device.
- No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
- Your right to use the software on a Windows RT Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage, Windows Industry Software Assurance, or Windows VDA subscription expires.

WINDOWS COMPANION SUBSCRIPTION LICENSE (SL)

Beginning December 1, 2014, all Windows Companion Subscription Licenses have the same use rights as if they were Windows Enterprise SA Per User Add-on. See the Product List for license assignment rules.

Windows Desktop Operating System -- Windows Thin PC

The Desktop Operating System section of the License Agreement/Product Use Rights provides your license terms for Windows Thin PC. However, you may use the software only to run the types of applications listed below.

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

You may choose not to install the media player. If so, the sections of the Desktop Operating System section of the License Agreement/Product Use Rights listed below do not apply to your use of the software.

- Windows Media Digital Rights Management
- Windows Media Player

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

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Appendix 3: Additional Software

BizTalk Server 2013 R2 Branch

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

BizTalk Server 2013 R2 Enterprise

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

BizTalk Server 2013 R2 Standard

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

Exchange Server 2013 Enterprise

- Exchange Management Tools
-

Exchange Server 2013 Standard

- Exchange Management Tools
-

Forefront Identity Manager 2010 - Windows Live Edition

- Client Software
-

Microsoft Dynamics AX 2012 R3 Server

- Microsoft Dynamics AX 2012 R3 Windows Rich Client Software
 - Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server
-

Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core

- Microsoft Dynamics AX 2012 R3 Windows Rich Client Software
 - Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server
-

Microsoft Dynamics AX 2012 R3 Store Server

- Microsoft Dynamics AX 2012 R3 Windows Rich Client Software
 - Management Reporter Designer Client Software for Microsoft Dynamics AX 2012 R3 Server
-

Microsoft Dynamics CRM 2015 Server

- Microsoft Dynamics Marketing Connector for Microsoft Dynamics CRM
 - Microsoft Dynamics CRM for supported devices
 - Microsoft Dynamics CRM 2015 for Microsoft Office Outlook
 - Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2015
 - Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2015
 - Microsoft SharePoint Grid for Microsoft Dynamics CRM 2015
 - Microsoft Dynamics CRM 2015 Report Authoring Extensions
 - Microsoft Dynamics CRM 2015 Best Practices Analyzer
 - Microsoft Dynamics CRM 2015 Multilingual User Interface (MUI)
-

Microsoft Dynamics CRM Workgroup Server 2015

- MarketingPilot Connector for Microsoft Dynamics CRM
 - Microsoft Dynamics CRM for supported devices
 - Microsoft Dynamics CRM 2015 for Microsoft Office Outlook
 - Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2015
 - Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2015
 - Microsoft SharePoint Grid for Microsoft Dynamics CRM 2015
 - Microsoft Dynamics CRM 2015 Report Authoring Extensions
 - Microsoft Dynamics CRM 2015 Best Practices Analyzer
 - Microsoft Dynamics CRM 2015 Multilingual User Interface (MUI)
-

Microsoft Office Audit and Control Management Server 2013

- Software Development Kit
-

Project Server 2013

- Software Development Kit
-

SharePoint Server 2013

- Software Development Kit
-

Skype for Business Server 2015

Skype for Business Server 2015 as Deployed in:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Archiving and Monitoring Server Role • Audio/Video Conferencing Server Role • Central Management Server Role • Director Role • Edge Server Role • Persistent Chat Server Role • Skype for Business 2015 Web App Server Role • Mediation Server Role • Reach Application Sharing Server Role • Mobility Service Role • Video Interop Server Role • Autodiscovery Service Role | <ul style="list-style-type: none"> • Survivable Branch Appliance Role • Unified Communications Application Server Role • Web Conferencing Server Role • Skype for Business Server 2015 Control Panel • Skype for Business Server 2015 Group Chat Administration Tool • Skype for Business Web App • Skype for Business Phone Edition • Topology Builder • Administrative Tools • PowerShell Snap-In |
|---|---|
-

SQL Server 2012 Parallel Data Warehouse Core

- HDInsight Server
 - Parallel Data Warehouse Control Virtual Machine
-

SQL Server 2014 Business Intelligence

- | | |
|---|--|
| <ul style="list-style-type: none"> • Data Quality Client • Client Quality Connectivity • Client Tools Backwards Compatibility • Client Tools Connectivity • Client Tools SDK | <ul style="list-style-type: none"> • Reporting Services Add-in For SharePoint Products • Documentation Components • Distributed Replay Client • Management Tools – Basic • Management Tools – Complete • SQL Client Connectivity SDK |
|---|--|
-

SQL Server 2014 Enterprise

- | | |
|---|--|
| <ul style="list-style-type: none"> • Data Quality Client • Client Quality Connectivity • Client Tools Backwards Compatibility • Client Tools Connectivity • Client Tools SDK | <ul style="list-style-type: none"> • Reporting Services Add-in For SharePoint Products • Documentation Components • Distributed Replay Client • Management Tools – Basic • Management Tools – Complete • SQL Client Connectivity SDK |
|---|--|
-

SQL Server 2014 Standard

- | | |
|--|--|
| <ul style="list-style-type: none"> • Data Quality Client • Client Quality Connectivity • Client Tools Backwards Compatibility | <ul style="list-style-type: none"> • Reporting Services Add-in For SharePoint Products • Documentation Components • Distributed Replay Client |
|--|--|
-

- Client Tools Connectivity
- Client Tools SDK
- Management Tools – Basic
- Management Tools – Complete
- SQL Client Connectivity SDK

System Center Virtual Machine Manager 2008 R2 Workgroup Edition

- Virtual Machine Manager Agent
- Physical to Virtual Agent
- Administrator Console
- Virtual Machine Manager Self Service Portal
- VMRC Client

Visual Studio Team Foundation Server 2013 with SQL Server 2014 Technology

- Team Explorer for Visual Studio 2013
- Visual Studio Team Foundation Build Services
- Visual Studio Team Foundation Server
SharePoint Extensions
- Visual Studio Team Foundation Server Project Server
Extensions

Windows MultiPoint Server 2012 Premium

- For a list of additional software go to
<http://go.microsoft.com/fwlink/?LinkId=245856>

Windows MultiPoint Server 2012 Standard

- For a list of additional software go to
<http://go.microsoft.com/fwlink/?LinkId=245856>

Windows Server 2012 R2 Datacenter

- For a list of additional software go to
<http://go.microsoft.com/fwlink/?LinkId=290987>

Windows Server 2012 R2 Essentials

- For a list of additional software go to
<http://go.microsoft.com/fwlink/?LinkId=290989>

Windows Server 2012 R2 Standard

- For a list of additional software go to
<http://go.microsoft.com/fwlink/?LinkId=290987>

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