

# Licensing Terms Search Results

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# Microsoft Azure Services

## 1. Definitions

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

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

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

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

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

## 2. Subscription Term

Except as described below for Azure Reservations, Customer may only subscribe to Microsoft Azure Services (including Microsoft Azure Services Plans) for a subscription term that ends on the end date of Customer’s Enrollment (“coterminous”). Customer must have at least two months remaining in its Enrollment term in order to subscribe to Microsoft Azure Services.

## 3. Purchasing Services

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

- A. **Monetary Commitment** : Customer will have access to its entire Monetary Commitment throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the “Fully Prepaid Option”). Alternatively, if Customer elects to be invoiced for its Monetary Commitment on an annual basis, Customer will have access to an Allocated Annual Commitment each year of the Enrollment (the “Annually Prepaid Option”). Under the Fully Prepaid Option, any unused Monetary Commitment will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused Allocated Annual Commitment will be forfeited on the following Enrollment anniversary date. Customer may contact Microsoft or Customer’s reseller about increasing its Monetary Commitment or reducing its Allocated Annual Commitment for any future Enrollment anniversary. Customer’s reseller (if any) must process reductions with Microsoft prior to the next anniversary.
- B. **Consumption** : Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.
- C. **Microsoft Azure Services Plan** : Customer may be able to subscribe to a Microsoft Azure Service as a Microsoft Azure Services Plan.
- D. **Automatic Provisioning** : As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without a Monetary Commitment.
- E. **Azure Reservations** : Azure Reservations are purchased for specified terms of up to three years with a single upfront payment. Azure Reservations expire at the end of the specified term. Customer will not be refunded payment for unused Azure Reservations. Notwithstanding the terms in Customer’s volume licensing agreement, fixed pricing does not apply to Azure Reservations. Azure Reservation pricing will be based on the available pricing at the time of each purchase.

## 4. Pricing

Microsoft may offer lower prices to Customer (or Customer’s reseller) for individual Microsoft Azure Services during Customer’s Enrollment term on a permanent or temporary (promotional) basis.

## 5. Payment and Fees

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

Services Plan includes the purchase of an initial quantity of a service (“Initial Quantity”), Customer usage that exceeds the Initial Quantity will be billed at Consumption Rates, and Customer’s Monetary Commitment can be applied to such usage.

**F. Azure Reservations** : : The purchase of Azure Reservations will be deducted automatically from any available Monetary Commitment. If Customer has used all of its Monetary Commitment or if the cost of Azure Reservations exceeds the available Monetary Commitment balance at the time of purchase, the excess will be invoiced as otherwise provided in this “Payment and Fees” section. Azure Reservations Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure Reserved Instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure Reserved Instances for software do not include the cost of compute.

## 6. Azure Reservation Options

The following options apply to Azure Reservations Customer has purchased.

- A. Exchange** : is an option that allows Customer to apply the monetary value of a remaining Azure Reservation term to the purchase of one or more new Azure Reservations of equal or greater monetary value for the same service.
- B. Cancel** : is an option that allows Customer to receive a prorated refund based on a remaining Azure Reservation term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently \$50,000 per year).
- C. Assignment** : allows Customer to apply an Azure Reservation to a single (scoped) subscription of the enrollments/account(shared).

## 7. Open License, Open Value and Open Value Subscription Programs

### 7.1 Definitions

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

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

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

### 7.2 Subscription Term

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

## 8. Microsoft Azure Hybrid Benefit

### 8.1 Microsoft Azure Hybrid Benefit for Windows Server

Under the Microsoft Azure Hybrid Benefit for Windows Server, Customer may use Windows Server Virtual Machines on Microsoft Azure and pay for the cost of compute only (the “Base Instance”). Each Windows Server processor **License** with SA, and each set of 16 Windows Server core **Licenses** with SA, entitles Customer to use Windows Server on Microsoft Azure on up to 16 **Virtual Cores** allocated across two or fewer Azure Base Instances. Each additional set of 8 core **Licenses** with SA entitles use on up to 8 **Virtual Cores** and one Base Instance. Customer may use Standard or Datacenter.

Customer must indicate that it is using Windows Server under the Azure Hybrid Benefit for Windows Server when creating or configuring a virtual machine on Azure. The [Online Services Terms](#) govern use of Windows Server under this benefit.

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

### 8.2 Microsoft Azure Hybrid Benefit for SQL Server

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

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

	and Single Database) – General Purpose	
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License:1 vCore
	Azure SQL Database (Managed Instance and Single Database) - Hyperscale	1 Core License: 1 vCore
	SQL Server Standard Virtual Machines	1 Core License <sup>1</sup> :1 vCore

<sup>1</sup> Subject to a minimum of four Core Licenses per Virtual Machine.

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

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

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

### 8.2.1 Fail-over Rights

When allocating SQL Server Licenses for use with SQL Server Virtual Machines under the Azure Hybrid Benefit for SQL Server, Customer may also run passive fail-over Instances on Microsoft Azure in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of Licenses required to run the corresponding SQL Server Virtual Machine under the Azure Hybrid Benefit.

## Microsoft Azure Services

### 1. Program Availability

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

### 2. Product Conditions

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

### 2.1 Microsoft Azure Services Plans

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

## Online Service Terms

### Notices

The Bing Maps, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, VC-1 Video Standard, and MPEG-4 Part 2 Visual Standard and MPEG-2 Video Standard Notices in Attachment 1 apply.

### Service Level Agreement

Refer to <http://azure.microsoft.com/support/legal/sla/>.

### Definitions

“Azure Government Services” means one or more of the services or features Microsoft makes available to Customer as Government Community Cloud Services in the “US Gov” regions identified at <http://azure.microsoft.com/en-us/regions/#services>.

“Bing Search Services” means the Bing Custom Search, Entity Search, Image Search, Image Intelligence, News Search, Video Search, Visual Search, Web Search, Spell Check, and Autosuggest APIs, and any other APIs identified at <https://aka.ms/r1j7jq>.

“Bing Search Services Data” means Customer Data that are provided to Microsoft by, or on behalf of, Customer through use of the Bing Search Services.

“Customer Solution” means an application or any set of applications that adds primary and significant functionality to the Microsoft Azure Services and that is not primarily a substitute for the Microsoft Azure Services.

“Microsoft Azure Services” means the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except those licensed separately. “Microsoft Azure Services” includes any open source components incorporated by Microsoft in those services and features.

“Microsoft Translator” means Translator Text API and/or Translator Speech API offered by Microsoft as a cloud based machine translation service.

### Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., Active Directory Premium). Specific reassignment terms applicable to a Microsoft Azure Service feature may be provided in supplemental documentation for that feature.

### Retirement of Services or Features

Microsoft will provide Customer with 12 months’ notice before removing any material feature or functionality or discontinuing a service, unless security, legal or system performance considerations require an expedited removal. This does not apply to Previews

### Data Retention after Expiration or Termination

The expiration or termination of Customer’s Online Service subscription will not change Customer’s obligation to pay for hosting of Customer Data during any Extended Term.

### Hosting Exception

Customer may create and maintain a Customer Solution and, despite anything to the contrary in Customer’s volume licensing agreement, combine Microsoft Azure Services with Customer Data owned or licensed by Customer or a third party, to create a Customer Solution using the Microsoft Azure Service and the Customer Data together. Customer may permit third parties to access and use the Microsoft Azure Services in connection with the use of that Customer Solution. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer’s volume licensing agreement are met by that use.

### Use of Software within Microsoft Azure

For Microsoft software available within a Microsoft Azure Service, Microsoft grants Customer a limited license to use the software only within the Microsoft Azure Service.

### Data Center Availability

Usage of data centers in certain regions may be restricted to Customers located in or near that region. For information on service availability by region, please refer to <http://azure.microsoft.com/en-us/regions>.

### Sharing

The Microsoft Azure Services may provide the ability to share a Customer Solution and/or Customer Data with other Azure users and communities, or other third parties. If Customer chooses to engage in such sharing, Customer agrees that it is giving a license to all authorized users, including the rights to use, modify, and repost its Customer Solution and/or the Customer Data, and Customer is allowing Microsoft to make them available to such users in a manner and location of its choosing.

### Marketplace

Microsoft Azure enables Customer to access or purchase Non-Microsoft Products through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

## Office 365 Applications

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Office 365 Business		OM			OM, P		A		
Office 365 ProPlus (User SL)	2	OM			OM, P	E	A	EP,EO,ST	
Office 365 ProPlus From SA (User SL)						E			
Visio Online Plan 1	1	OM			OM, P	A	A	A,ST	
Visio Online Plan 2		OM			OM, P	A	A	A,ST	
Visio Online Plan 2 Add-on (User SL)						A			
Visio Online Plan 1 and 2 From SA (User SL)						A			

### 2. Product Conditions

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

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

If a user to whom Customer has assigned an Office 365 ProPlus License uses software under Windows to Go Rights, then in lieu of installing a copy of the software provided with Office 365 ProPlus on one of the five permitted devices pursuant to the terms of service for Office 365 ProPlus, that user may 1) install one copy of the Office Professional Plus 2013 software on the USB drive used for Windows to Go Rights, and 2) use the Office Professional Plus 2013 software on that USB drive on any device. Upon termination of Customer's Office 365 ProPlus subscription it must uninstall Office Professional Plus 2013 software from the USB drive.

## 2.2 Open Value Subscription Migration Period

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

## 2.3 Deployment Rights for Visio

Visio Online Plan 2 users may install and use a single copy of either Visio Standard 2016 or Visio Professional 2016, or a prior version of the Visio software as follows:

- a. if the user is licensed for Office Standard or Office Professional Plus<sup>1</sup>; and
- b. only on the device on which Office is installed on.

<sup>1</sup>Users licensed for Office Professional Plus under a Microsoft 365 From SA User SL that began prior to January 1, 2019 are eligible for this right.

## 2.4 Multi-Geo Capabilities in Office 365

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

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

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

## 2.5 Academic Programs

The following applies to customers in Academic Volume Licensing Programs:

### 2.5.1 Extended Use Rights

#### 2.5.1.1 Office Professional Plus

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the [Student Use Benefit](#).

#### 2.5.1.2 Office 365 ProPlus

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

### 2.5.2 Lab and Library Use

Institutions with Office 365 ProPlus User SLs assigned to all faculty and staff, [Education Qualified Users](#), or [Knowledge Workers](#) may install Office Professional Plus software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

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## Online Service Terms

### Service Level Agreement

There is no SLA for Visio Online.

### Installation and Use Rights

**The following terms apply only to Office 365 ProPlus  
Office Home & Student 2013 RT Commercial Use**

Each User SL for Office 365 ProPlus modifies the user’s right to use the software under a separately acquired Office Home & Student 2013 RT license by waiving the prohibition against commercial use. Except for this allowance for commercial use of the software, all use is subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

### Office Online Server

For each Office 365 ProPlus subscription, Customer may install any number of copies of Office Online Server on any Server dedicated to Customer’s use. Each Office 365 ProPlus user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement or other Microsoft agreement that cover Online Services only.

### Subscription License Suites

In addition to Office 365 ProPlus User SLs, Customer may fulfill the SL requirement for this Product by purchasing a Suite SL (refer Attachment 2).

## Office 365 Suites

### 1. Program Availability

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

### 2. Product Conditions

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

#### 2.1 Academic Programs

The following applies to customers in Academic Volume Licensing Programs.

##### 2.1.1 Extended Use Rights for Office Professional Plus

Each Licensed User assigned an Office 365 A3/A5 User SL may install one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement or by way of the Student Use Benefit.

##### 2.1.2 Extended Use Rights for Office 365 ProPlus

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

##### 2.1.3 Lab and Library Use

Institutions with Office 365 A3/A5 User SLs assigned to all faculty and staff, Education Qualified Users, or Knowledge Workers may install Office Professional Plus software on any open access lab or library within the Institution’s Organization. Use of the software is otherwise subject to the License terms for Office Professional Plus. This provision does not apply to User SLs acquired under the Microsoft Cloud Agreement.

# Office 365 Cloud App Security

## 1. Program Availability

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

## 2. Product Conditions

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

## Exchange Online

### 1. Program Availability

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

### 2. Product Conditions

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

## Online Service Terms

### Core Features for Office 365 Services – Exchange Online

Exchange Online or its successor service will have the following Core Features capabilities:

#### Emails

An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox.

#### Mobile and Web Browser Access

Through the Microsoft Exchange ActiveSync protocol or a successor protocol or technology, Exchange Online will enable an end user to send and receive emails and update and view calendars from a mobile device that adequately supports such a protocol or technology. An end user will be able to send email messages, receive email messages that originate from within and outside of Customer's organization, and access the end user's mailbox, all from within a compatible web browser.

#### Retention Policies

Customer will be able to establish archive and deletion policies for email messages.

#### Deleted Item and Mailbox Recovery

Customer will be able to recover the contents of a deleted mailbox and an end user will be able to recover an item that has been deleted from one of the end user's email folders.

#### Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

#### Calendar

An end user will be able to view a calendar and schedule appointments, meetings, and automatic replies to incoming email messages.



## Contacts

Through an Exchange Online-provided user interface, Customer will be able to create and manage distribution groups and an organization-wide directory of mail-enabled end users, distribution groups, and external contacts.

## Core Features for Office 365 Services – Exchange Online Archiving

Exchange Online Archiving or its successor service will have the following Core Features capabilities:

### Storage

Customer will be able to allow an end user to store email messages.

### Retention Policies

Customer will be able to establish archive and deletion policies for email messages distinct from policies that an end user can apply to the end user's own mailbox.

### Deleted Item and Mailbox Recovery

Customer, through Office 365 support services, will be able to recover a deleted archive mailbox, and an end user will be able to recover an item that has been deleted from one of the end user's email folders in the end user's archive.

### Multi-Mailbox Search

Customer will be able to search for content across multiple mailboxes within its organization.

### Legal Hold

Customer will be able to place a "legal hold" on an end user's primary mailbox and archive mailbox to preserve the content of those mailboxes.

### Archiving

Archiving may be used for messaging storage only with Exchange Online Plans 1 and 2.

### Archiving for Exchange Server

Users licensed for Exchange Server 2013 Standard Client Access License may access the Exchange Server 2013 Enterprise Client Access License features necessary to support use of Exchange Online Archiving for Exchange Server.

### Exchange Online Plan 2 from Exchange Hosted Archive Migration

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive. If Customer renews from Exchange Hosted Archive into Exchange Online Plan 2 and has not yet migrated to Exchange Online Plan 2, Customer's licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until the earlier of Customer's migration to Exchange Online Plan 2 or the expiration of Customer's Exchange Online Plan 2 User SLs. The Product Use Rights is located at <http://go.microsoft.com/?linkid=9839206>.

### Data Loss Prevention Device License

If Customer is licensed for Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

## Service Level Agreement

There is no SLA for Office 365 Advanced Threat Protection or Office 365 Threat Intelligence.

## OneDrive for Business

### 1. Program Availability

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

### 2. Product Conditions

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

## Online Service Terms

### External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with OneDrive for Business.

## Project Online

### 1. Program Availability

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

Project Online Professional Add-on (User SL)					A,UC			
Project Online Professional From SA (User SL)					A,UC			
Project Online Premium (User SL)	1	OM			OM,P	A	A,ST	
Project Online Premium Add-on (User SL)					A,UC			
Project Online Premium From SA (User SL)					UC			

## 2. Product Conditions

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

### 2.1 Deployment Rights for Project

Project Online Professional or Project Online Premium users may install and use a single copy of either Project Standard 2016, Project Professional 2016 or a prior version of Project software as follows:

- if the user is licensed for Office Standard or Office Professional Plus<sup>1</sup>; and
- only on the device on which Office is installed on.

<sup>1</sup>Users licensed for Office Professional Plus licensed under the Microsoft 365 From SA User SL that began prior to January 1, 2019 are eligible for this right.

## SharePoint Online

### 1. Program Availability

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

### 2. Product Conditions

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

## Online Service Terms

### Core Features for Office 365 Services

SharePoint Online or its successor service will have the following Core Features capabilities:

#### Collaboration Sites

An end user will be able to create a web browser-accessible site through which the end user can upload and share content and manage who has permission to access that site.

#### Storage

Customer will be able to set storage capacity limits for a site created by an end user.

#### External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online F1, Plan 1 and Plan 2.

#### Storage Add-on SLs

Office 365 Extra File Storage is required for each gigabyte of storage in excess of the storage provided with User SLs for SharePoint Online Plans 1 and 2.

## Business Application Platform

### 1. Program Availability

Online Services	Point	OL	S/S+	MPSA	OV/OVS	EA/EAS	OVS-ES	EES	CSP
Microsoft Flow Plan 1 (User SL)						A		A,ST	
Microsoft Flow Plan 2 (User SL)						A		A,ST	
Microsoft PowerApps Plan 1 (Device and User SL)						A		A,ST	

Microsoft PowerApps Plan 2 (User SL)					A		A,ST	
Power BI Premium EM1					A			
Power BI Premium EM1 A							A,ST	
Power BI Premium EM2					A			
Power BI Premium EM2 A							A,ST	
Power BI Premium EM3					A			
Power BI Premium EM3 A							A,ST	
Power BI Premium P1					A			
Power BI Premium P2					A			
Power BI Premium P3					A			
Power BI Premium P4					A			
Power BI Premium P5					A			
Power BI Premium Promo					A			
Power BI Pro	1	OM		UC	OM,P	A,UC		
Power BI Pro A	1	OM					A	A,ST

## 2. Product Conditions

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

### 2.1 Power BI Report Server – Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of [Instances](#) of the Power BI Report Server software in a [Physical OSE](#) or [Virtual OSE](#) on a Server dedicated to Customer’s user or a [Virtual OSE](#) on shared servers on Microsoft Azure Services only. Customer may run the Power BI Report Server software in a Physical or [Virtual OSE](#) with up to the number of cores included under its Power BI Premium P plan. If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs an additional subscription license for each additional [Hardware Thread](#) mapped to that [Virtual Core](#).

### 2.2 Power BI Report Server – Sharing Content

A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server.

### 2.3 SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one [OSE](#) for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software.

## Microsoft Intune

### 1. Program Availability

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

### 2. Product Conditions

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

### 2.1 Microsoft Intune for EDU (Device SL)

#### 2.1.1 Term

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

### 2.1.2 Cancellation and Reassignment

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

## 2.2 Microsoft Intune (Device SLs)

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

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## Online Service Terms

### Notices

Any deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

### Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Each Device to which customer assigns an SL may access and use the Online Services and related software (including System Center software) for use by any number of users. Management of a device accessed by more than one user requires a Device SL or a User SL for each user.

### Storage Add-on SL

A Storage Add-on SL is required for each gigabyte of storage in excess of the storage provided with the base subscription.

### Windows Software Components in System Center Software

The System Center software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Debughelp.dll, and Web Deploy technologies. The license terms governing use of the Windows Software Components are in the Windows 8.1 Pro and Enterprise section of the Product Terms. The Product Terms is located at <http://go.microsoft.com/?linkid=9839206>.

### SQL Server Technology and Benchmarking

The Software included with the Online Service includes SQL Server-branded components other than a SQL Server Database. Those components are licensed to Customer under the terms of their respective licenses, which can be found in the installation directory or unified installer of the software. Customer must obtain Microsoft’s prior written approval to disclose to a third party the results of any benchmark test of these components or the software that includes them.

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## Azure Active Directory Basic

Customer may, using Single Sign-On, pre-integrate up to 10 SAAS Applications/Custom Applications per User SL. All Microsoft as well as third party applications count towards this application limit.

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## Azure Active Directory Premium

Customer may, using Single Sign-On, pre-integrate SaaS Applications/Custom Applications. Customer may not copy or distribute any data set (or any portion of a data set) included in the Microsoft Identity Manager software that is included with a Microsoft Azure Active Directory Premium (P1 and P2) User SL.

### External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Azure Active Directory service level.

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## Office 365 Services

### Notices

The Bing Maps Notices in Attachment 1 apply. Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services Notice in Attachment 1.

### Core Features for Office 365 Services

During the term of Customer's subscription, the Office 365 Services will substantially conform to the Core Features description provided (if any) in the Office 365 service-specific sections below, subject to Product restrictions or external factors (such as the recipient, message rate, message size and mailbox size limits for e-mail; default or Customer-imposed data retention policies; search limits; storage limits; Customer or end user configurations; and meeting capacity limits). Microsoft may permanently eliminate a functionality specified below only if it provides Customer a reasonable alternative functionality.

#### **Administration Portal**

Customer will be able to add and remove end users and domains, manage licenses, and create groups through the Microsoft Online Services Portal or its successor site.

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## **Office Online**

#### **Core Features for Office 365 Services**

Office Online or its successor service will have the following Core Features capabilities:

An end user will be able to create, view, and edit documents in Microsoft Word, Excel, PowerPoint, and OneNote file types that are supported by Office Online or its successor service.

#### **External Users**

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with Office Online.

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# Universal License Terms

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

## 1. Definitions

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

## 2. Customer's Use Rights

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

## 3. Rights to Use Other Versions and Lower Editions

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

## 4. Third Party Software

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

## 5. Pre-Release Code, Updates or Supplements, Additional Functionality

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

## 6. Restrictions

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

## 7. Software Assurance

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

## 8. Outsourcing Software Management

Customer may install and use licensed copies of the software on [Servers](#) and other devices that are under the day-to-day management and control of third parties, provided all such Servers and other devices are and remain fully dedicated to Customer's use. Customer is responsible for all of the obligations under its volume licensing agreement regardless of the physical location of the hardware upon which the software is used.

## 9. License Assignment and Reassignment

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

## 10. Technical Measures

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

### 10.1 Activation and validation

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

## 10.2 Product Keys

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

## 11. Notices

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

### 11.1 Internet-based Features

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

### 11.2 Bing Maps

The Product may include use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Customer's use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/?linkid=9710837> and the Microsoft Privacy Statement available at <http://go.microsoft.com/fwlink/?LinkID=248686>.

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

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

### 11.4 Malware protection

Microsoft cares about protecting customers' devices from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.

## 12. Font Components, Images, and Sounds

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

## 13. Included Technologies

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

## 14. Benchmark Testing

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

## 15. Multiplexing

Multiplexing or pooling to reduce direct connections with the software does not reduce the number of required [Licenses](#).

## 16. Administrative and Support Rights

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

## 17. Distributable Code

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

### 17.1 Right to Use and Distribute

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

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

### 17.2 Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

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

### 17.3 Distribution Limitations

Customer may not:

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

### 18. Software Plus Services

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

### 19. Processing of Personal Data; GDPR

To the extent Microsoft is a processor or subprocessor of personal data in connection with a software Product, Microsoft makes to all customers, effective May 25, 2018, the commitments in (a) in the “Processing of Personal Data; GDPR” provision of the “Data Protection Terms” section of the [Online Services Terms](#) and (b) in the European Union General Data Protection Regulation Terms in Attachment 4 of the [Online Services Terms](#).



# General Terms

Customer may use the Online Services and related software as expressly permitted in Customer's volume licensing agreement. Microsoft reserves all other rights. Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. Attachment 2 describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

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## Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

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

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

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

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

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

"Operating System Environment" (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"SL" means subscription license.

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## Online Services Terms Updates

When Customer renews or purchases a new subscription to an Online Service, the then-current OST will apply and will not change during Customer's subscription for that Online Service. When Microsoft introduces features, supplements or related software that are new (i.e., that were not previously included with the subscription), Microsoft may provide terms or make updates to the OST that apply to Customer's use of those new features, supplements or related software.

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## Online Services Changes and Availability

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that is not generally applicable to businesses operating there. Availability, functionality, and language versions for each Online Service may vary by country. For information on availability, Customer may refer to [www.microsoft.com/online/international-availability.aspx](http://www.microsoft.com/online/international-availability.aspx).

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## Data Retention

At all times during the term of Customer's subscription, Customer will have the ability to access and extract Customer Data stored in each Online Service. Except for free trials and LinkedIn services, Microsoft will retain Customer Data stored in the Online Service in a limited function account for 90 days after expiration or termination of Customer's subscription so that Customer may extract the data. After the 90-day retention period ends, Microsoft will disable Customer's account and delete the Customer Data.

The Online Service may not support retention or extraction of software provided by Customer. Microsoft has no liability for the deletion of Customer Data as described in this section.

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## Use of Software with the Online Service

Customer may need to install certain Microsoft software in order to use the Online Service. If so, the following terms apply:

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## Microsoft Software License Terms

Customer may install and use the software only for use with the Online Service. The Online Service-specific Terms may limit the number of copies of the software Customer may use or the number of devices on which Customer may use it. Customer's right to use the software begins when the Online Service is activated and ends when Customer's right to use the Online Service ends. Customer must uninstall the software when Customer's right to use it ends. Microsoft may disable it at that time.

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## Validation, Automatic Updates, and Collection for Software

Microsoft may automatically check the version of any of its software. Devices on which the software is installed may periodically provide information to enable Microsoft to verify that the software is properly licensed. This information includes the software version, the end user's user account, product ID information, a machine ID, and the internet protocol address of the device. If the software is not properly licensed, its functionality will be affected. Customer may only obtain updates or upgrades for the software from Microsoft or authorized sources. By using the software, Customer consents to the transmission of the information described in this section. Microsoft may recommend or download to Customer's devices updates or supplements to this software, with or without notice. Some Online Services may require, or may be enhanced by, the installation of local software (e.g., agents, device management applications) ("Apps"). The Apps may collect data about the use and performance of the Apps, which may be transmitted to Microsoft and used for the purposes described in this OST for Customer Data.

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## Third-party Software Components

The software may contain third party software components. Unless otherwise disclosed in that software, Microsoft, not the third party, licenses these components to Customer under Microsoft's license terms and notices.

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## Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to Customer through Customer's use of the Online Services (such as through a store or gallery, or as search results) or a Microsoft online store (such as the Microsoft Store for Business or Microsoft Store for Education). If Customer installs or uses any Non-Microsoft Product with an Online Service, Customer may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those expressly included in Customer's volume licensing agreement. For Customer's convenience, Microsoft may include charges for certain the Non-Microsoft Product as part of Customer's bill for Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for any the Non-Microsoft Product. Customer is solely responsible for any Non-Microsoft Product that it installs or uses with an Online Service or acquires or manages through a Microsoft online store. Customer's use of any Non-Microsoft Product shall be governed by the license, service, and/or privacy terms between Customer and the publisher of the Non-Microsoft Product (if any).

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## Acceptable Use Policy

Neither Customer, nor those that access an Online Service through Customer, may use an Online Service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impair anyone else's use of it; or
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

Violation of the terms in this section may result in suspension of the Online Service. Microsoft will suspend the Online Service only to the extent reasonably necessary. Unless Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service.

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## Technical Limitations

Customer must comply with, and may not work around, any technical limitations in an Online Service that only allow Customer to use it in certain ways. Customer may not download or otherwise remove copies of software or source code from an Online Service except as explicitly authorized.

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## Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its provision of the Online Services, including security breach notification law. However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. Microsoft does not determine whether Customer Data includes information subject to any specific law or regulation. All Security Incidents are subject to the Security Incident Notification terms below. Customer must comply with all laws and regulations applicable to its use of Online Services, including laws related to privacy, biometric data, data protection and confidentiality of communications. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls (such as devices enrolled with Microsoft Intune or within a Microsoft Azure customer's virtual machine or application), and for determining whether the Online Services are appropriate for storage and processing of information subject to any specific law or regulation. Customer is responsible for responding to any request from a third party regarding Customer's use of an Online Service, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

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## Import/Export Services

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

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### **Electronic Notices**

Microsoft may provide Customer with information and notices about Online Services electronically, including via email, through the portal for the Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

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### **License Reassignment**

Most, but not all, SLs may be reassigned. Except as permitted in this paragraph or in the Online Service-specific Terms, Customer may not reassign an SL on a short-term basis (i.e., within 90 days of the last assignment). Customer may reassign an SL on a short-term basis to cover a user's absence or the unavailability of a device that is out of service. Reassignment of an SL for any other purpose must be permanent. When Customer reassigns an SL from one device or user to another, Customer must block access and remove any related software from the former device or from the former user's device.

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### **Font Components**

While Customer uses an Online Service, Customer may use the fonts installed by that Online Service to display and print content. Customer may only embed fonts in content as permitted by the embedding restrictions in the fonts and temporarily download them to a printer or other output device to print content.

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### **Competitive Benchmarking**

If Customer offers a service competitive to an Online Service, by using the Online Service, Customer agrees to waive any restrictions on competitive use and benchmark testing in the terms governing its competitive service. If Customer does not intend to waive such restrictions in its terms of use, Customer is not allowed to use the Online Service.

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### **Multiplexing**

Hardware or software that Customer uses to pool connections; reroute information; reduce the number of devices or users that directly access or use the Online Service (or related software); or reduce the number of OSEs, devices or users the Online Service directly manages (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including SLs) that Customer needs.

# Definitions

If any of the terms below are not defined in Customer's volume licensing agreement, they have the definitions below.

"Core Online Services" means those Online Services listed in Appendix A to the Data Protection Terms.

"Customer Data" means all data, including all text, sound, video, or image files, and software, that are provided to Microsoft by, or on behalf of, Customer through use of the Online Service. Customer Data does not include Support Data.

"External User" means a user of an Online Service that is not an employee, onsite contractor, or onsite agent of Customer or its Affiliates.

"General Data Protection Regulation" or "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"GDPR Terms" means the terms in Attachment 4, under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the General Data Protection Regulation.

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

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

"Network Server" means a physical hardware server solely dedicated to Customer use and provides resource assistant to computers in a network.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in an Online Service.

"Online Service" means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog). The Product Terms is located at <http://go.microsoft.com/?linkid=9839207>.

"Operating System Environment" (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance, that enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and Instances of applications, if any, configured to run on all or part of that operating system Instance. There are two types of OSEs, physical and virtual. A physical hardware system can have one physical OSE and/or one or more virtual OSEs. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the physical OSE.

"OST" means these Online Services Terms.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Previews" means preview, beta or other pre-release features, data center locations, and services offered by Microsoft for optional evaluation.

"Professional Services" means Microsoft technical support and consulting services (e.g., for data migration) related to any Online Service.

"SL" means subscription license.

"Standard Contractual Clauses" means the standard data protection clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR. The Standard Contractual Clauses are in Attachment 3.

"Subprocessor" means other processors used by Microsoft to process data.

"Support Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Microsoft to obtain from an Online Service) through an engagement with Microsoft to obtain technical support for Online Services covered under this agreement.

The terms "data subject", "processing", "processor", and "supervisory authority" as used herein have the meanings given in the GDPR and the terms "data importer" and "data exporter" have the meanings given in the Standard Contractual Clauses.

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## Data Retention

The Windows Defender Advanced Threat Protection portion of the product does not contain extractable Customer Data therefore the Customer Data extraction terms in the OST do not apply.

# Glossary

## Attributes

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Attributes are identified in the tables in each Product Entry, and indicate rights or conditions applicable to the Products.

**Additional Software** : Software identified in the Use Rights for Server Products that Customer is permitted to use on any device in conjunction with its use of server software.

**Add-ons and From SA** : Indicates the Product is available as an Add-on, and/or From SA. Refer to [Appendix C - Online Services Add-ons & Other Transition Licenses](#) for details.

**Client Access Requirement** : Indicates whether or not a Server Product requires CALs for access by users and devices.

**Disaster Recovery** : Rights available to SA customers to use software for conditional disaster recovery purposes; refer to [Servers – Disaster Recovery Rights](#) section of [Appendix B – Software Assurance](#) for details.

**Down Editions** : Permitted lower editions corresponding to specified higher editions. Customer may use the permitted lower edition in place of a licensed higher-level edition, as permitted in the Universal License Terms.

**Extended Term Eligible** : Online services that are eligible for an extended term as described in the Enterprise and Enterprise Subscription licensing agreement.

**External User Access Requirement** : Indicates specific license requirements or options for access by [External Users](#).

**Fail-Over Rights** : An SA benefit that allows Customer to run passive fail-over Instances of the Product in conjunction with software running on the [Licensed Server](#), in anticipation of a fail-over event. Passive fail-over Instances may be run in either a separate [OSE](#) on the [Licensed Server](#) or on a different [Server](#) dedicated to Customer's use. Fail-Over Rights apply only if the number of licenses that otherwise would be required to run the passive fail-over Instances does not exceed the number of licenses required to run the corresponding production Instances. This SA benefit requires SA for the License Server and access license, if any.

**Included Technologies** : Indicates other Microsoft components included in a Product; refer to the Included Technologies section of Universal License Terms for details.

**License Mobility** : Rights available to SA customers either to reassign licenses outside the standard timelines or to use Products on multitenant servers outside their own datacenters; refer to License Mobility section of [Appendix B – Software Assurance](#) for details.

**License Terms** : Terms and conditions governing deployment and use of a Product.

**Migration Rights** : Customer may be able to upgrade from prior versions of the software or other Products under special terms published in the Product Entry or Product List as indicated. Customer may also have non-standard downgrade rights to use prior versions of the same or other Products in place of the licensed version.

**Prerequisite** : Indicates that certain additional conditions must be met in order to purchase Licenses for the Product.

**Prerequisite (SA)** : Indicates that certain additional conditions must be met in order to purchase SA coverage for the Product.

**Prior Version** : Earlier versions of Product and their Date Available.

**Notices** : Identifies the notices applicable for a Product; refer to the Notices section of the [Universal License Terms](#) for details.

**Online Subscription Program (OSP)** : The Product is available in an Online Subscription program.

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

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

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

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

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

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

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

**SA Equivalent Rights** : Software [SLs](#) acquired under a Server and Cloud Enrollment or Microsoft Products and Services Agreement provide the same SA rights and benefits during the term of the Subscription as [Licenses](#) with SA coverage.

**Self Hosting** : An SA benefit that permits use of Products for conditional hosting purposes; refer to the Servers – Self Hosted Applications section of [Appendix B – Software Assurance](#) for details.

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

**Student Use Benefit** : The option for Institutions that license a qualifying Product for their Organization-wide count to license a Product for use by their Students at a ratio of 1:15 or 1:40 Students per [Education Qualified User](#) or [Knowledge Worker](#) (or staff/faculty user) at no additional cost. The qualifying Products and the Products eligible for the Student use, and the applicable ratios are identified in [Appendix H – Student Use Benefits and Academic Programs](#). Such Student Licenses may not be counted toward minimum order requirements. The License

Terms for the Products licensed under the Student Use Benefit govern Students' use. Rights to use Products under the Student Use Benefit expire when Student is no longer affiliated with the Institution.

**Suite** : A Product that is comprised of components that are also licensed separately. A suite is licensed under a single [License](#) that is assigned to a single user or device, and allows use of all of its components on the single device or by a single user to which it is assigned. The components of the Suite may not be separated and used on separate devices or by separate users.

**True-Up Eligible** : An Online Service subscription License that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

**UTD Discount** : An Up to Date Discount is a discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a [License](#) for the corresponding qualifying Product.

## Cell Values

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Cell Values are used in the Program Availability table in each of each Product Entry to identify how the Product is offered in each program. The volume licensing program agreements define these offering types.

**A** = Additional Product: The Product is offered as an Additional Product.

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

**AF** = Additional Product Faculty : The Product is offered as an Additional Product for the School program and must be licensed on an Organization-wide basis covering all Faculty and Staff.

**AP** = Additional Product in EES 2017 : The Product is offered as an Additional Product for the Enrollment for Education Solutions (with a publication date on or after October 2017).

**AS** = Additional Product School : The Product is offered as an Additional Product for the School program only.

**E** = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.

**ED** = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions (with a publication date prior to October 2017) and Open Value Subscription – Education Solutions and must be licensed on an Organization-wide basis covering all Faculty and Staff.

**EO** = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.

**EP** = Education Platform Product: The Product is offered as an Education Platform Product under the Enrollment for Education Solutions (with a publication date on or after October 2017) and must be licensed on an Organization-wide basis covering all [Education Qualified Users](#) or [Knowledge Workers](#) or for the full Student Count.

**OM** = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and Open Value.

**OW** = Organization-wide: Available under the Organization-wide option.

**P** = Non-Organization Wide in Open Value: The Product is offered on a non-Organization Wide basis in Open Value.

**S** = Student Offering School Only: The Product is offered as a Student Offering under School Program only and must be ordered for the full Student Count.

**SD** = School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under School Program. An SD is counted as three units.

**ST** = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.

**SP** = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

**UC** = United States Government Community Cloud Service: The Online Service is offered as a Government Community Cloud (U.S. only) Service. For UC availability for Online Service suites, refer to the Program Availability table for each of the suite's components.

## Column Headings

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

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

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

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

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

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

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

**MPSA** = Microsoft Products and Services Agreement.

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

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

**OVS-ES** = Open Value Subscription – Education Solutions.

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

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

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

## Definitions

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**Academic Program** means Academic Purchasing Account on MPSA, Academic Select License, Select Plus for Academic, Campus and School Agreement, or Open Value Subscription – Education Solutions.

**Add-on** means a license that is purchased in addition to (and associated with) a previously acquired Qualifying License (or set of Qualifying Licenses). An Add-on license is assigned to a single Qualified User (as defined in Customer's Enrollment) or to the same Server or device as the Qualifying License(s). For any Add-on User SL not appearing individually in OST, the license terms applicable to a full User SL for the same service apply.

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

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

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

**CAL Equivalent License** means a User [SL](#) or [External Connector License](#) identified in a Product's "Server Software Access" table, or a [CAL](#) suite or [SL](#), as identified in the CAL Equivalent Licenses Table, [Appendix A](#), as applicable. A CAL suite is a CAL Equivalent License only if Customer purchased the [License](#) after the Server Product's Date Available or if Customer had active SA coverage as of the Date Available.

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

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

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

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

**Cycle Harvesting Node** means a device that is not dedicated to running [Clustered HPC Applications](#) or job scheduling services for [Clustered HPC Applications](#).

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

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

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

**External Users** means users that are not either Customer's or its Affiliates' employees, or its or its affiliates' onsite contractors or onsite agents.

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

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

**Hardware Thread** means either a [Physical Core](#) or a hyper-thread in a [Physical Processor](#).

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

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

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

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

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

**License Mobility through Software Assurance Partner** means an entity identified at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> and authorized by Microsoft to host customers' software on shared servers.

**Licensed Server** means a single [Server](#), dedicated to Customer's use, to which a [License](#) is assigned. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

**Licensed User** means the single person to whom a [License](#) is assigned.

**Management License (ML)** means a License that permits management of one or more [OSEs](#) by the corresponding version of the server software or any earlier version of the server software. There are two categories of Management Licenses: Server Management License and

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

**Management License Equivalent License** means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in the Management License Equivalent Licenses Table, [Appendix A](#), as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

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

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

**Physical Core** means a core in a Physical Processor.

**Physical OSE** means an OSE that is configured to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software or to provide hardware virtualization services is considered part of the Physical OSE.

**Physical Processor** means a processor in a physical hardware system.

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

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

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

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

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

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

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

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

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

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

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

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

**Web Workload** (also referred to as "Internet Web Solutions") are publicly available web pages, websites, web applications, web services, and/or POP3 mail serving. For clarity, access to content, information, and applications served by the software within an Internet Web Solution is not limited to Customer's or its affiliates' employees.

Software in Internet Web Solutions is used to run:

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

**Windows Server Container with Hyper-V isolation** (formerly known as, Hyper-V Container) is a container technology in Windows Server which utilizes a virtual operating system environment to host one or more Windows Server Container(s). Each Hyper-V isolation instance used to host one or more Windows Server Container is considered one Virtual OSE.

**Windows Server Container without Hyper-V isolation** (formerly known as, Windows Server Container) is a feature of Windows Server software.

**Windows Software Components** means components of Windows software included in a Product. Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JAVAScript, Debghelp.dll, and Web Deploy technologies are all Windows Software Components.



# Appendix A – CAL/ML Equivalent Licenses

Rights to access server software running on Customer’s [Licensed Servers](#) or to [Manage OSEs](#) are available under [CAL](#) suites and Online Services [SLs](#). If a cell is shaded blue in a server’s row, the [CAL](#) suite or [SL](#) in that column satisfies the [License](#) requirement for access to (or management of) that [Server](#) Product’s base or additive functions. [CAL](#) suites must be purchased after the Product’s Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the [Server](#) Product.

Servers	Office 365 Enterprise/Education			Core CAL				Enterprise CAL				Enterprise Mobility + Security		Microsoft 365 Education		Microsoft 365			Dynamics 365 Enterprise			
	E1	E/A3	E/A5	Suite	Bridge O365	Bridge Intune	Bridge O365+ Intune	Bridge EMS	Suite	Bridge O365	Bridge Intune	Bridge O365+ Intune	Bridge EMS	E3	E5	A3 with Core CAL	A5	F1	E3	E5	Cust Eng	Uni Ops
<b>Exchange Server 2016 Standard</b>																						
<u>Base</u>	Blue	Blue	Blue	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive</u>	Grey	Blue	Blue	Grey	Grey	Grey	Grey	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Exchange Server 2016 Enterprise</b>																						
<u>Base</u>	Blue	Blue	Blue	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive</u>	Grey	Blue	Blue	Grey	Grey	Grey	Grey	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>SharePoint Server 2016</b>																						
<u>Base</u>	Blue	Blue	Blue	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive</u>	Grey	Blue	Blue	Grey	Grey	Grey	Grey	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Microsoft Audit and Control Management Server 2013</b>																						
<u>Base</u>	Grey	Blue	Blue	Grey	Grey	Grey	Grey	Grey	Blue	Grey	Blue	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Skype for Business Server 2015</b>																						
<u>Base</u>	Blue	Blue	Blue	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive(Ent)</u>	Blue	Blue	Blue	Grey	Grey	Grey	Grey	Grey	Blue	Grey	Blue	Grey	Blue	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive (Pls)</u>	Grey	Grey	Blue	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Grey	Grey	Blue	Grey	Grey	Grey
<b>Windows MultiPoint Server 2016 Premium (Academic only)</b>																						
<u>Base</u>	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Windows Server 2019 Standard</b>																						
<u>Base</u>	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive (RMS)</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive (MIM)</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Windows Server 2019 Data Center</b>																						
<u>Base</u>	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive (RMS)</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<u>Additive (MIM)</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Advanced Threat Analytics 2016</b>																						
<u>Management</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>System Center Configuration Manager 1606</b>																						
<u>Management</u>	Grey	Grey	Grey	Blue	Blue	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>System Center Endpoint Protection 1606</b>																						
<u>Management</u>	Grey	Grey	Grey	Blue	Blue	Grey	Grey	Grey	Blue	Blue	Blue	Blue	Grey	Blue	Blue	Blue	Blue	Blue	Blue	Blue	Grey	Grey
<b>Microsoft Dynamics 365 On-premises Server</b>																						
<u>Sales</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue
<u>Cust Service</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue
<b>Microsoft Dynamics 365 On-premises Operations Server</b>																						
<u>Operations</u>	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Blue	Blue

**Note:** Note: Office 365 A1, Microsoft 365 A1, and Office 365 Nonprofit E1 do not satisfy the License requirement for access to (or management of) the Products in this table. With the exception of Advanced Threat Analytics 2016 and System Center Configuration Manager 1606, users licensed through Student Use Benefits do not satisfy the License requirement for access to (or management of) the Products in

*this table. A license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to Data Loss Prevention and Exchange Online Protection.*