

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 1 April 2024

Meeting Date: 09 April 2024

Submitted By: Dan Milam

Department: Information Technology

Signature of Elected Official/Department Head:

Dan Milam

Court Decision: <small>This section to be completed by County Judge's Office</small>
 April 9, 2024

Description:

Consideration to renewal Microsoft Enterprise Agreement.

This will be signed electronically.

(May attach additional sheets if necessary)

Person to Present: Dan Milam

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



Department of Information Resources

DIR-CPO-5237

Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section [3 Definitions](#).

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

- A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

- D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- E. A local workforce development board created under Section 2308.253, Texas Government Code;
- F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- I. A nonprofit organization that provides affordable housing.

3.5 **Business day**

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 **DIR**

Refers to the Texas Department of Information Resources.

3.7 **Effective Date**

Refers to the effective date of the Contract as set forth therein.

3.8 **Invoice**

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 **Purchase Order**

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 **State**

Refers to the State of Texas.

3.11 **Statement of Work (SOW)**

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 **Subcontracting Plan**

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 **Successful Respondent**

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 **Third-Party Provider**

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 **GENERAL PROVISIONS**

4.1 **Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 **Modification of Contract Terms and/or Amendments**

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
- B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
- D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 **Invalid Term or Condition**

- A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
- B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

- A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.**

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

- (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),
- (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,
- (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,
- (iv) domain names,
- (v) any copies, and similar or derivative works to any of the foregoing,

- (vi) all documentation and materials related to any of the foregoing,
- (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and
- (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:
 - a. by any Successful Respondent personnel or Customer personnel, or
 - b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

- i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;
- ii) any work of authorship, including any copyrights, moral rights or neighboring rights;
- iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;
- iv) domain name registrations; and
- v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

- i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

- ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section [5.8 Successful Respondent License to Use](#). Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

- A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
 - i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
 - ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.
- B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

- A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.
- i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such completed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.
 - ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.
 - iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.
 - iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

- v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.
- vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

- i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).
- ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.
- iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

- i) a list with description of products and/or services awarded;
- ii) Successful Respondent contact information (name, telephone number and email address);
- iii) instructions for obtaining quotes and placing Purchase Orders;
- iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- v) a link to the DIR "Cooperative Contracts" webpage;
- vi) the DIR logo in accordance with the requirements of Section 7.9; and
- vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

- A. the logo may not be modified in any way,
- B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
- C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
- D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

- A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
- B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
- C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later.

Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager (“Contract Manager”) to support the Contract (respectively, the “DIR Contract Manager” and “Successful Respondent Contract Manager”). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager’s duties include but are not limited to:

- A. monitoring compliance and management of the Contract,
- B. advising DIR of Successful Respondent’s performance under the Contract, and
- C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager’s duties shall include but are not limited to:

- A. supporting the marketing and management of the Contract,
- B. facilitating dispute resolution between Successful Respondent and Customers, and
- C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

- A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
- B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

- A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
- B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

- A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
- B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

- A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.
- B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.
- C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.
- D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

- A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.
- B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section [9.3 Records and Audit](#). DIR will select the auditor (and all payments to auditor will require DIR approval).
- C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of \$100/day for each day the report or payment is due (up to \$1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

- A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.
- B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.
- C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.
- D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

- E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

- A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
 - i) Successful Respondent Contract Manager's name and contact information,
 - ii) Successful Respondent sales representative name and contact information, and
 - iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.
- B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

- A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
 - i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
 - iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
 - iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.
- B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 Property Damage

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 Taxes/Worker's Compensation/Unemployment Insurance

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

- A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.
- B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:
- i) it has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
 - ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
 - iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;
 - v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
 - vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;
 - vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.
 - viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
 - ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

- x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;
- xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;
- xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;
- xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;
- xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;
- xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;
- xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;
- xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;
- xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

- xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;
 - xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;
 - xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program (“TX-RAMP”), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual (“Program Manual”). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent’s compliance with TX-RAMP; and
 - xxv) all information provided by Successful Respondent is current, accurate, and complete.
- C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.
- D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

- A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
- B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section [10.4, Successful Respondent Certifications](#) of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

- A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

- B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

- A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.
- B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

- A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.
- B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of \$2,000,000.00; Medical Expenses per person of \$5,000.00; Personal Injury and Advertising Liability of \$1,000,000.00; Products/Completed Operations aggregate Limit of \$2,000,000.00 and Damage to Premises Rented: \$50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- A. Blanket contractual liability coverage for liability assumed under the Contract;
- B. Independent Contractor coverage;
- C. State of Texas, DIR, and Customer listed as an additional insured; and
- D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of \$1,000,000 per accident, \$1,000,000 disease PER EMPLOYEE and \$1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- A. Waiver of subrogation;
- B. Additional insured.

10.16 Use of State Property

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 Immigration

- A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
- B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

- i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and
 - ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.
- C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

- A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.
- B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

- A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.
- C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

- A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.
- B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

- C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section [4.5](#).

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an “Event of Force Majeure”), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party’s control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding **all** of the subcontracting work you have to offer under the contract to **only** Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you **do not** have a **continuous contract*** in place for more than five (5) years **meets or exceeds** the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you **do not** have a **continuous contract*** in place for more than five (5) years **does not meet or exceed** the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: SHI Governement Solutions State of Texas VID #: 1223695478500
 Point of Contact: Lisa Black Phone #: 512-701-9188
 E-mail Address: lisa_black@shi.com Fax #: 512-732-0232
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: RFO-DIR-CPO-TMP-570 Bid Open Date: 05/23/2023
(mm/dd/yyyy)

Enter your company's name here: SHI Government Solutions

Requisition #: RFO-DIR-CPO-TMP-570

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: SHI Gouvernement Solutions

Requisition #: RFO-DIR-CPO-TMP-570

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: SHI Government Solutions Requisition #: RFO-DIR-CPO-TMP-570

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SHI has established a dedicated account team to support executing an effective customer service strategy. SHI has an existing staff of technical resources across our service portfolio in the areas of software and licensing specialists, implementation, and project management.

SHI uses the Design, Build, Test and Deploy model as a standard for all software based services. This model is an industry accepted best practice that allows for optimal system configurations and usage of appropriate tools and functionality to support customer's individual requirements.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature on File	Sarash St John	Senior Proposal Specialist	5/22/2023
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: SHI Gouvernement Solutions

Requisition #: RFO-DIR-CPO-TMP-570

IMPORTANT: If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: SHI Gouvernement Solutions Requisition #: RFO-DIR-CPO-TMP-570

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If **Yes**, continue to SECTION B-4.)
- No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
Brock Technology Group		02/23/2023	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Elite Solutions Inc		02/23/2023	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
NewEdge Services		02/23/2023	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: SHI Gouvernement Solutions

Requisition #: RFO-DIR-CPO-TMP-570

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: SHI Government Solutions	State of Texas VID #: 1223695478500
Point-of-Contact: Lisa Black	Phone #: 512-701-9188
E-mail Address: lisa_black@shi.com	Fax #: 512-732-0232

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: 05/23/2023 <small>(mm/dd/yyyy)</small>
Requisition #: RFO-DIR-CPO-TMP-570	

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable

DIR-CPO-5237
SHI Government Solutions
APPENDIX C PRICING INDEX

Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
Adobe:		
Cumulative Licensing Program (CLP) Education Membership	Level 3 Points target: 100,000+ points	6.00%
Cumulative Licensing Program (CLP) Government Membership	Level 2 Points target: 300,000+ points	6.00%
Microsoft:		
Enterprise Agreement (comprised of subcategories as listed below)		18.25%
Office Professional/Standard	Level D less 7.5%	
Windows Pro Desktop Operating System	Level D less 7.5%	
Core CAL/Enterprise CAL Suite (to include stand alone components)	Level D less 6%	
All other or additional EA licensing	Level D	
Enterprise Subscription Agreement	Level D less 2%	18.25%
Select Plus Government	Level D	18.00%
Select Plus Academic	Level D	18.00%
Enrollment for Education Solutions (comprised of subcategories as listed below)		
Online Services		5.00%
License/Software Assurance Pack, SA Step Up, Upgrade/Software Assurance Pack		14.00%
Azure pre-paid commitment and Calling Plan		0.00%
This Contract covers the entire Microsoft Catalogue of products and Related Services plus any and all government and education volume licensing MSRP special Discount programs.		18.25% Depending on the Type of Software License negotiated

DIR-CPO-5237
SHI Government Solutions
APPENDIX C PRICING INDEX

Publisher Category	Publisher Discount Level	DIR Customer Discount (from Publisher Discount Level)
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Software Related Services, such as installation, Configuration, etc., will be provided upon request based on the following:

Description	DISCOUNT OF MSRP/List Price	Unit of Measure
Technical Consultant	1.00%	Hourly
Solution Architect	1.00%	Hourly
Senior Solution Architect	1.00%	Hourly
Project Management	1.00%	Hourly
Project Coordinator	1.00%	Hourly
Technician	1.00%	Hourly
Cable Technician	1.00%	Hourly
Engineer	1.00%	Hourly
SME/Data/Mobility Architect	1.00%	Hourly
Associate Consultant	1.00%	Hourly
Staff Augmentation	1.00%	Hourly
Implementation	1.00%	Hourly
Help Desk/Service Desk	1.00%	Hourly
Migration/Deployment	1.00%	Hourly
DevOps	1.00%	Hourly
Technical Review Level I	1.00%	Hourly
Technical Solutions Level I	1.00%	Hourly
Technical Solutions Level II	1.00%	Hourly

Services hourly rate will be posted to the Vendor's contract website.

PLEASE NOTE: All prices quoted to Customers shall include the administrative fee. The administrative fee = .75% x Customer Price

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES
SHI/Government Solutions, Inc.

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and SHI/Government Solutions, Inc. a Domestic For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 3828 Pecana Trail Austin, Texas 78749.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
 2. Appendix A, Standard Terms and Conditions;
 3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
 4. Appendix C, Pricing Index;
 5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
 6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (2) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract and if such a case arises, the parties by mutual agreement may extend the term as stated herein at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written request to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to Value Added Software Reseller Products and Related Services for Microsoft and Adobe, as defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or

make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.
- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On-Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer request expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies; and
- E. Return policies.
- F. A link to DIR's list of TX-RAMP certified Cloud Products; and
- G. Service Level Agreements for each SaaS product awarded, including metrics and method for calculating and reporting results, for:
 - i. service availability.
 - ii. recovery time objectives; and
 - iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract (“Order Fulfillers”).

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers’ performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent’s established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Kristina Mann
Senior Manager / Contracts
SHI/Government Solutions, Inc.
3828 Pecana Trail
Austin, Texas 78749
Phone: (908) 547-9471
Email: Kristina_mann@shi.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

SHI/Government Solutions, Inc.

Authorized By: Signature on File

Name: Kristina Mann

Title: Senior Manager / Contracts

Date: 9/20/2023

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 9/22/2023

Office of General Counsel: M.R.

Date: 9/22/2023

Program Signature Form

MBA/MBSA number		7-3753FQGW42
Agreement number	4942672	

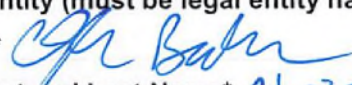
Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 (New)
Product Selection Form	2655405.005_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Johnson County, TX
Signature*	
Printed First and Last Name*	Christopher Boedeker
Printed Title	County Judge
Signature Date*	April 10, 2024
Tax ID	

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	67467065	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	62449327		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. **Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.**

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

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

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

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

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

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

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

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

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

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

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

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

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

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

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.** The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is **reduced to zero, then Enrolled Affiliate's** use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, **Enrolled Affiliate's Enterprise: (1) has not** changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's **authorized** representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

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

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

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

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“**Extended Term**”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “**Termination for cause**” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “**Early Termination**” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly **prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services** without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

- Enrolled Affiliate only
 Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Johnson County, TX

Contact name: First* Dan **Middle** **Last*** Milam

Contact email address* dmilam@johnsoncountytexas.org

Street address* 2 North Main Street

City* Cleburne

State* TX

Postal code* 76033-5500 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 817-556-6366

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Dan Middle Last* Milam
Contact email address* dmilam@johnsoncountytexas.org
Street address* 2 North Main Street
City* Cleburne
State* TX
Postal code* 76033-5500 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 817-556-6366

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Dan Middle Last* Milam
Contact email address* dmilam@johnsoncountytexas.org
Phone* 817-556-6366

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873
Country* United States
Contact name* Kimara Lindsay
Phone* 888-764-8888
Contact email address* MSTeam_@SHI.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* *Kimara Lindsay*

Printed name* Kimara Lindsay

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Electronically Submitted

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Johnson County, TX

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	62449327	X	

Amendment to Contract Documents

Enrollment Number

7-3753FQGW42

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-11924	O365 G3 FSA Renewal GCC Sub Per User	650	0
AAA-12417	CCAL Bridge O365 FSA Renewal Sub Platform Per User	650	0
AAA-12415	CCAL Bridge O365 Sub Platform Per User	85	25
AAA-11894	O365 G3 GCC Sub Per User	85	25
3QA-00008	Intune P1 GCC Sub AP Per User	50	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	760

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2655405.005

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	675	760	0.9	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G3 GCC	110
O365 G3 GCC FromSA Renewal	650
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	110
Core CAL Bridge O365 FSA Renewal	650
Windows Desktop	
Windows Enterprise OS Upgrade	675

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	760	760	0	675

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D

Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D
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Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for **Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.**

Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).

Volume
Licensing

Microsoft Products and Services Data Protection Addendum

Last updated January 2, 2024

Published in English on January 2, 2024. Translations will be published by Microsoft when available.
These commitments are binding on Microsoft as of January 2, 2024.

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Introduction

The parties agree that this Microsoft Products and Services Data Protection Addendum (“DPA”) sets forth their obligations with respect to the processing and security of Customer Data, Professional Services Data, and Personal Data in connection with the Products and Services. The DPA is incorporated by reference into the Product Terms and other Microsoft agreements. The parties also agree that, unless a separate Professional Services agreement exists, this DPA governs the processing and security of Professional Services Data. Separate terms, including different privacy and security terms, govern Customer’s use of Non-Microsoft Products.

In the event of any conflict or inconsistency between the DPA Terms and any other terms in Customer’s volume licensing agreement or other applicable agreements in connection with the Products and Services (“Customer’s agreement”), the DPA Terms shall prevail. The provisions of the DPA Terms supersede any conflicting provisions of the Microsoft Privacy Statement that otherwise may apply to processing of Customer Data, Professional Services Data, or Personal Data, as defined herein.

Microsoft makes the commitments in this DPA to all Customers with an existing Customer’s agreement. These commitments are binding on Microsoft with regard to Customer regardless of (1) the Product Terms that are otherwise applicable to any given Product subscription or license, or (2) any other agreement that references the Product Terms.

Applicable DPA Terms and Updates

Limits on Updates

When Customer renews or purchases a new subscription to a Product or enters into a work order for a Professional Service, the then-current DPA Terms will apply and will not change during Customer’s subscription for that Product or term for that Professional Service. When Customer obtains a perpetual license to Software, the then-current DPA Terms will apply (following the same provision for determining the applicable then-current Product Terms for that Software in Customer’s agreement) and will not change during Customer’s license for that Software.

New Features, Supplements, or Related Software

Notwithstanding the foregoing limits on updates, when Microsoft introduces features, offerings, supplements or related software that are new (i.e., that were not previously included with the Products or Services), Microsoft may provide terms or make updates to the DPA that apply to Customer’s use of those new features, offerings, supplements or related software. If those terms include any material adverse changes to the DPA Terms, Microsoft will provide Customer a choice to use the new features, offerings, supplements, or related software, without loss of existing functionality of a generally available Product or Professional Service. If Customer does not install or use the new features, offerings, supplements, or related software, the corresponding new terms will not apply.

Government Regulation and Requirements

Notwithstanding the foregoing limits on updates, Microsoft may modify or terminate a Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Product or offering the Professional Service without modification, and/or (3) causes Microsoft to believe the DPA Terms or the Product or Professional Service may conflict with any such requirement or obligation.

Electronic Notices

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

Prior Versions

The DPA Terms provide terms for Products and Services that are currently available. For earlier versions of the DPA Terms, Customer may refer to <https://aka.ms/licensingdocs> or contact its reseller or Microsoft Account Manager.

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Definitions

Capitalized terms used but not defined in this DPA will have the meanings provided in Customer’s agreement. The following defined terms are used in this DPA:

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

“Data Protection Requirements” means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Data.

“DPA Terms” means the terms in the DPA and any Product-specific terms in the Product Terms that specifically supplement or modify the privacy and security terms in the DPA for a specific Product (or feature of a Product). In the event of any conflict or inconsistency between the DPA and such Product-specific terms, the Product-specific terms shall prevail as to the applicable Product (or feature of that Product).

“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 (General Data Protection Regulation).

“Local EU/EEA Data Protection Laws” means any subordinate legislation and regulation implementing the GDPR.

“GDPR Terms” means the terms in [Attachment 1](#), under which Microsoft makes binding commitments regarding its processing of Personal Data as required by Article 28 of the GDPR.

“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.

“Product” has the meaning provided in the volume license agreement. For ease of reference, “Product” includes Online Services and Software, each as defined in the volume license agreement.

“Products and Services” means Products and Professional Services. Product and Professional Service availability may vary by region and applicability of this DPA to specific Products and Professional Services is subject to the limitations in the Scope section in this DPA.

“Professional Services” means the following services: (a) Microsoft’s consulting services, consisting of planning, advice, guidance, data migration, deployment and solution/software development services provided under a Microsoft Enterprise Services Work Order or, when agreed to in the Project Description, under a Cloud Workload Acceleration Agreement that incorporates this DPA by reference; and (b) technical support services provided by Microsoft that help customers identify and resolve issues affecting Products, including technical support provided as part of Microsoft Unified Support or Premier Support Services, and any other commercial technical support services. The Professional Services do not include the Products or, for purposes of the DPA only, Supplemental Professional Services.

“Professional Services Data” means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from a Product) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

“2021 Standard Contractual Clauses” means the standard data protection clauses (processor-to-processor module) between Microsoft Ireland Operations Limited and Microsoft Corporation for the transfer of personal data from processors in the EEA to processors established in third countries which do not ensure an adequate level of data protection, as described in Article 46 of the GDPR and approved by the European Commission in decision 2021/914/EC, dated 4 June 2021.

“Subprocessor” means other processors used by Microsoft to process Customer Data, Professional Services Data, and Personal Data, as described in Article 28 of the GDPR.

“Supplemental Professional Services” means support requests escalated from support to a Product engineering team for resolution and other consulting and support from Microsoft provided in connection with Products or a volume license agreement that are not included in the definition of Professional Services.

Lower case terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor”, “profiling”, “personal data”, and “data subject” will have the same meaning as set forth in Article 4 of the GDPR, irrespective of whether GDPR applies.

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General Terms

Compliance with Laws

Microsoft will comply with all laws and regulations applicable to its providing the Products and Services, including security breach notification law and Data Protection Requirements. 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's 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 Products and Services, including laws related to biometric data, confidentiality of communications, and Data Protection Requirements. Customer is responsible for determining whether the Products and Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Products and Services in a manner consistent with Customer's legal and regulatory obligations. Customer is responsible for responding to any request from a third party regarding Customer's use of Products and Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

Data Protection Terms

This section of the DPA includes the following subsections:

- Scope
- Nature of Data Processing; Ownership
- Disclosure of Processed Data
- Processing of Personal Data; GDPR
- Data Security
- Security Incident Notification
- Data Transfers and Location
- Data Retention and Deletion
- Processor Confidentiality Commitment
- Notice and Controls on use of Subprocessors
- Educational Institutions
- CJIS Customer Agreement
- HIPAA Business Associate
- Telecommunication Data
- California Consumer Privacy Act (CCPA)
- Biometric Data
- Supplemental Professional Services
- How to Contact Microsoft
- Appendix A – Security Measures
- Appendix B – Data Subjects and Categories of Personal Data
- Appendix C – Additional Safeguards Addendum.

Scope

The DPA Terms apply to all Products and Services except as described in this section.

The DPA Terms will not apply to any Products or Professional Services specifically identified as excluded, or to the extent identified as excluded, in the Product Terms or applicable work order, which are governed by the privacy and security terms in the applicable Product-specific or work order specific terms.

For clarity, the DPA Terms apply only to the processing of data in environments controlled by Microsoft and Microsoft's subprocessors. This includes data sent to Microsoft by Products and Services but does not include data that remains on Customer's premises or in any Customer selected third party operating environments.

For Supplemental Professional Services, Microsoft only makes the commitments in the Supplemental Professional Services section below.

Previews may employ lesser or different privacy and security measures than those typically present in the Products and Services. Unless otherwise noted, Customer should not use Previews to process Personal Data or other data that is subject to legal or regulatory compliance requirements. For Products, the following terms in this DPA do not apply to Previews: Processing of Personal Data; GDPR, Data Security, and HIPAA Business Associate. For Professional Services, offerings designated as Previews or Limited Release only meet the terms of the Supplemental Professional Services.

Nature of Data Processing; Ownership

Microsoft will use and otherwise process Customer Data, Professional Services Data, and Personal Data only as described and subject to the limitations provided below (a) to provide Customer the Products and Services in accordance with Customer's documented instructions and (b) for business operations incident to providing the Products and Services to Customer. As between the parties, Customer retains all right, title and interest in and to Customer Data and Professional Services Data. Microsoft acquires no rights in Customer Data or Professional Services Data, other than the rights Customer grants to Microsoft in this section. This paragraph does not affect Microsoft's rights in software or services Microsoft licenses to Customer.

Processing to Provide Customer the Products and Services

For purposes of this DPA, “to provide” a Product consists of:

- Delivering functional capabilities as licensed, configured, and used by Customer and its users, including providing personalized user experiences;
- Troubleshooting (preventing, detecting, and repairing problems); and
- Keeping Products up to date and performant, and enhancing user productivity, reliability, efficacy, quality, and security.

For purposes of this DPA, “to provide” Professional Services consists of:

- Delivering the Professional Services, including providing technical support, professional planning, advice, guidance, data migration, deployment, and solution/software development services.
- Troubleshooting (preventing, detecting, investigating, mitigating, and repairing problems, including Security Incidents and problems identified in the Professional Services or relevant Product(s) during delivery of Professional Services); and
- Enhancing delivery, efficacy, quality, and security of Professional Services and the underlying Product(s) based on issues identified while providing Professional Services, including fixing software defects and otherwise keeping Products and Services up to date and performant.

In each case, providing the Products and Services is conducted in view of security obligations under Data Protection Requirements.

When providing Products and Services, Microsoft will not use or otherwise process Customer Data, Professional Services Data, or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) market research aimed at creating new functionalities, services, or products or any other purpose, unless such use or processing is in accordance with Customer’s documented instructions.

Processing for Business Operations Incident to Providing the Products and Services to Customer

For purposes of this DPA, “business operations” means the processing operations authorized by customer in this section.

Customer authorizes Microsoft:

- (i.) to create aggregated statistical, non-personal data from data containing pseudonymized identifiers (such as usage logs containing unique, pseudonymized identifiers); and
- (ii.) to calculate statistics related to Customer Data or Professional Services Data

in each case without accessing or analyzing the content of Customer Data or Professional Services Data and limited to achieving the purposes below, each as incident to providing the Products and Services to Customer.

Those purposes are:

- billing and account management;
- compensation such as calculating employee commissions and partner incentives;
- internal reporting and business modeling, such as forecasting, revenue, capacity planning, and product strategy; and
- financial reporting.

When processing for these business operations, Microsoft will apply principles of data minimization and will not use or otherwise process Customer Data, Professional Services Data, or Personal Data for: (a) user profiling, (b) advertising or similar commercial purposes, or (c) any other purpose, other than for the purposes set out in this section. In addition, as with all processing under this DPA, processing for business operations remains subject to Microsoft’s confidentiality obligations and commitments under Disclosure of Processed Data.

Disclosure of Processed Data

Microsoft will not disclose or provide access to any Processed Data except: (1) as Customer directs; (2) as described in this DPA; or (3) as required by law. For purposes of this section, “Processed Data” means: (a) Customer Data; (b) Professional Services Data; (c) Personal Data; and (d) any other data processed by Microsoft in connection with the Products and Services that is Customer’s confidential information under Customer’s agreement. All processing of Processed Data is subject to Microsoft’s obligation of confidentiality under Customer’s agreement.

Microsoft will not disclose or provide access to any Processed Data to law enforcement unless required by law. If law enforcement contacts Microsoft with a demand for Processed Data, Microsoft will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose or provide access to any Processed Data to law enforcement, Microsoft will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Processed Data, Microsoft will promptly notify Customer unless prohibited by law. Microsoft will reject the request unless required by law to comply. If the request is valid, Microsoft will attempt to redirect the third party to request the data directly from Customer.

Microsoft will only disclose or provide access to any Processed Data as required by law provided that the laws and practices respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society and, as applicable, to safeguard one of the objectives listed in Article 23(1) of GDPR.

Microsoft will not provide any third party: (a) direct, indirect, blanket, or unfettered access to Processed Data; (b) platform encryption keys used to secure Processed Data or the ability to break such encryption; or (c) access to Processed Data if Microsoft is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, Microsoft may provide Customer's basic contact information to the third party.

Processing of Personal Data; GDPR

All Personal Data processed by Microsoft in connection with providing the Products and Services is obtained as part of either (a) Customer Data, (b) Professional Services Data, or (c) data generated, derived or collected by Microsoft, including data sent to Microsoft as a result of a Customer's use of service-based capabilities or obtained by Microsoft from locally installed software. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Online Service is also Customer Data. Personal Data provided to Microsoft by, or on behalf of, Customer through use of the Professional Services is also Professional Services Data. Pseudonymized identifiers may be included in data processed by Microsoft in connection with providing the Products and are also Personal Data. Any Personal Data pseudonymized, or de-identified but not anonymized, or Personal Data derived from Personal Data is also Personal Data.

To the extent Microsoft is a processor or subprocessor of Personal Data subject to the GDPR, the GDPR Terms in [Attachment 1](#) govern, and the language in the sub-section ("Processing of Personal Data; GDPR") shall be deemed supplemental:

Processor and Controller Roles and Responsibilities

Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except (a) when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor; or (b) as stated otherwise in the Product-specific terms or this DPA. When Microsoft acts as the processor or subprocessor of Personal Data, it will process Personal Data only on documented instructions from Customer. Customer agrees that Customer's agreement (including the DPA Terms and any applicable updates), along with the product documentation and Customer's use and configuration of features in the Products, are Customer's complete documented instructions to Microsoft for the processing of Personal Data, or the Professional Services documentation and Customer's use of the Professional Services. Information on use and configuration of the Products can be found at <https://docs.microsoft.com> (or a successor location) or other agreement incorporating this DPA. Any additional or alternate instructions must be agreed to according to the process for amending Customer's agreement. In any instance where the GDPR applies and Customer is a processor, Customer warrants to Microsoft that Customer's instructions, including appointment of Microsoft as a processor or subprocessor, have been authorized by the relevant controller.

To the extent Microsoft uses or otherwise processes Personal Data subject to the GDPR for business operations incident to providing the Products and Services to Customer, Microsoft will comply with the obligations of an independent data controller under GDPR for such use. Microsoft is accepting the added responsibilities of a data "controller" under GDPR for such processing to: (a) act consistent with regulatory requirements, to the extent required under GDPR; and (b) provide increased transparency to Customers and confirm Microsoft's accountability for such processing. Microsoft employs safeguards to protect Customer Data, Professional Services Data, and Personal Data in such processing, including those identified in this DPA and those contemplated in Article 6(4) of the GDPR. With respect to processing of Personal Data under this paragraph, Microsoft makes the commitments set forth in the Additional Safeguards section; for those purposes, (i) any Microsoft disclosure of Personal Data, as described in the Additional Safeguards section, that has been transferred in connection with business operations is deemed a "Relevant Disclosure" and (ii) the commitments in the Additional Safeguards section apply to such Personal Data.

Processing Details

The parties acknowledge and agree that:

- **Subject Matter.** The subject-matter of the processing is limited to Personal Data within the scope of the section of this DPA entitled "Nature of Data Processing; Ownership" above and the GDPR.
- **Duration of the Processing.** The duration of the processing shall be in accordance with Customer instructions and the terms of the DPA.
- **Nature and Purpose of the Processing.** The nature and purpose of the processing shall be to provide the Products and Services pursuant to Customer's agreement and for business operations incident to providing the Products and Services to Customer (as further described in the section of this DPA entitled "Nature of Data Processing; Ownership" above).
- **Categories of Data.** The types of Personal Data processed by Microsoft when providing the Products and Services include: (i) Personal Data that Customer elects to include in Customer Data and Professional Services Data; and (ii) those expressly identified in Article 4 of the GDPR that may be generated, derived or collected by Microsoft, including data sent to Microsoft as a result of a Customer's use of service-based capabilities or obtained by Microsoft from locally installed software. The types of Personal Data that Customer elects to include in Customer Data and Professional Services Data may be any categories of Personal Data identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of Personal Data set forth in Appendix B.

- **Data Subjects.** The categories of data subjects are Customer’s representatives and end users, such as employees, contractors, collaborators, and customers, and may include any other categories of data subjects as identified in records maintained by Customer acting as controller pursuant to Article 30 of the GDPR, including the categories of data subjects set forth in Appendix B.

Data Subject Rights; Assistance with Requests

Microsoft will make available to Customer, in a manner consistent with the functionality of the Products and Services and Microsoft’s role as a processor of Personal Data of data subjects, the ability to fulfill data subject requests to exercise their rights under the GDPR. If Microsoft receives a request from Customer’s data subject to exercise one or more of its rights under the GDPR in connection with the Products and Services for which Microsoft is a data processor or subprocessor, Microsoft will redirect the data subject to make its request directly to Customer. Customer will be responsible for responding to any such request including, where necessary, by using the functionality of the Products and Services. Microsoft shall comply with reasonable requests by Customer to assist with Customer’s response to such a data subject request.

Records of Processing Activities

To the extent the GDPR requires Microsoft to collect and maintain records of certain information relating to Customer, Customer will, where requested, supply such information to Microsoft and keep it accurate and up-to-date. Microsoft may make any such information available to the supervisory authority if required by the GDPR.

Data Security

Security Practices and Policies

Microsoft will implement and maintain appropriate technical and organizational measures to protect Customer Data, Professional Services Data, and Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed. Those measures shall be set forth in a Microsoft Security Policy. Microsoft will make that policy available to Customer, along with other information reasonably requested by Customer regarding Microsoft security practices and policies.

In addition, those measures shall comply with the requirements set forth in ISO 27001, ISO 27002, and ISO 27018. A description of the security controls for these requirements is available to Customers.

Each Core Online Service also complies with the control standards and frameworks shown in the table in the Product Terms. Each Core Online Service and Professional Service implements and maintains the security measures set forth in Appendix A for the protection of Customer Data and Professional Services Data.

Microsoft implements and maintains the security measures set forth in Annex II of the 2021 Standard Contractual Clauses for the protection of Personal Data within the scope of the GDPR.

Microsoft may add industry or government standards at any time. Microsoft will not eliminate ISO 27001, ISO 27002, ISO 27018 or any standard or framework in the table for Core Online Services in the Product Terms, unless it is no longer used in the industry and it is replaced with a successor (if any).

Data Encryption

Customer Data and Professional Services Data (each including any Personal Data therein) in transit over public networks between Customer and Microsoft, or between Microsoft data centers, is encrypted by default.

Microsoft also encrypts Customer Data stored at rest in Online Services and Professional Services Data stored at rest. In the case of Online Services on which Customer or a third-party acting on Customer’s behalf may build applications (e.g., certain Azure Services), encryption of data stored in such applications may be employed at the discretion of Customer, using either capabilities provided by Microsoft or obtained by Customer from third parties.

Data Access

Microsoft employs least privilege access mechanisms to control access to Customer Data and Professional Services Data (including any Personal Data therein). Role-based access controls are employed to ensure that access to Customer Data and Professional Services Data required for service operations is for an appropriate purpose and approved with management oversight. For Core Online Services and Professional Services, Microsoft maintains Access Control mechanisms described in the table entitled “Security Measures” in Appendix A; and there is no standing access by Microsoft personnel to Customer Data, and any required access is for a limited time.

Customer Responsibilities

Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for Products and Services meet Customer’s requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security practices and policies implemented and maintained by



Microsoft provide a level of security appropriate to the risk with respect to its Personal Data. 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).

Auditing Compliance

Microsoft will conduct audits of the security of the computers, computing environment, and physical data centers that it uses in processing Customer Data, Professional Service Data, and Personal Data, as follows:

- Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually.
- Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework.
- Each audit will be performed by qualified, independent, third party security auditors at Microsoft's selection and expense.

Each audit will result in the generation of an audit report ("Microsoft Audit Report"), which Microsoft will make available at <https://servicetrust.microsoft.com/> or another location identified by Microsoft. The Microsoft Audit Report will be Microsoft's Confidential Information and will clearly disclose any material findings by the auditor. Microsoft will promptly remediate issues raised in any Microsoft Audit Report to the satisfaction of the auditor. If Customer requests, Microsoft will provide Customer with each Microsoft Audit Report. The Microsoft Audit Report will be subject to non-disclosure and distribution limitations of Microsoft and the auditor.

To the extent Customer's audit requirements under the Data Protection Requirements cannot reasonably be satisfied through audit reports, documentation or compliance information Microsoft makes generally available to its customers, Microsoft will promptly respond to Customer's additional audit instructions. Before the commencement of an audit, Customer and Microsoft will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit, provided that this requirement to agree will not permit Microsoft to unreasonably delay performance of the audit. To the extent needed to perform the audit, Microsoft will make the processing systems, facilities and supporting documentation relevant to the processing of Customer Data, Professional Services Data, and Personal Data by Microsoft, its Affiliates, and its Subprocessors available. Such an audit will be conducted by an independent, accredited third-party audit firm, during regular business hours, with reasonable advance notice to Microsoft, and subject to reasonable confidentiality procedures. Neither Customer nor the auditor shall have access to any data from Microsoft's other customers or to Microsoft systems or facilities not involved in providing the applicable Products and Services. Customer is responsible for all costs and fees related to such audit, including all reasonable costs and fees for any and all time Microsoft expends for any such audit, in addition to the rates for services performed by Microsoft. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with Microsoft and Microsoft shall promptly cure any material non-compliance.

Nothing in this section of the DPA varies or modifies the GDPR Terms or affects any supervisory authority's or data subject's rights under the Data Protection Requirements. Microsoft Corporation is an intended third-party beneficiary of this section.

Security Incident Notification

If Microsoft becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, Professional Services Data, or Personal Data while processed by Microsoft (each a "Security Incident"), Microsoft will promptly and without undue delay (1) notify Customer of the Security Incident; (2) investigate the Security Incident and provide Customer with detailed information about the Security Incident; (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

Notification(s) of Security Incidents will be delivered to Customer by any means Microsoft selects, including via email. It is Customer's sole responsibility to ensure Customer maintains accurate contact information with Microsoft for each applicable Product and Professional Service. Customer is solely responsible for complying with its obligations under incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incident.

Microsoft shall make reasonable efforts to assist Customer in fulfilling Customer's obligation under GDPR Article 33 or other applicable law or regulation to notify the relevant supervisory authority and data subjects about such Security Incident.

Microsoft's notification of or response to a Security Incident under this section is not an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.

Customer must notify Microsoft promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Products and Services.

Data Transfers and Location

Data Transfers

Customer Data, Professional Services Data, and Personal Data that Microsoft processes on Customer's behalf may not be transferred to, or stored and processed in a geographic location except in accordance with the DPA Terms and the safeguards provided below in this section.

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Taking into account such safeguards, Customer appoints Microsoft to transfer Customer Data, Professional Services Data, and Personal Data to the United States or any other country in which Microsoft or its Subprocessors operate and to store and process Customer Data, and Personal Data to provide the Products, except as described elsewhere in the DPA Terms.

All transfers of Customer Data, Professional Services Data, and Personal Data out of the European Union, European Economic Area, United Kingdom, and Switzerland to provide the Products and Services are subject to the terms of the 2021 Standard Contractual Clauses implemented by Microsoft. In addition, transfers from the United Kingdom are subject to the terms of the IDTA implemented by Microsoft. For purposes of this DPA, the "IDTA" means the International data transfer addendum to the European Commission's standard contractual clauses for international data transfers issued by the UK Information Commissioner's Office under S119A(1) of the UK Data Protection Act 2018. Microsoft will abide by the requirements of European Economic Area, United Kingdom, and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area, United Kingdom, and Switzerland. All transfers of Personal Data to a third country or an international organization will be subject to appropriate safeguards as described in Article 46 of the GDPR and such transfers and safeguards will be documented according to Article 30(2) of the GDPR.

In addition, Microsoft is certified to the EU-U.S. and Swiss-U.S. Data Privacy Frameworks, the UK Extension to the EU-U.S. Data Privacy Framework and the commitments they entail. Microsoft agrees to notify Customer if it makes a determination that it can no longer meet its obligation to provide the same level of protection as is required by the principles of the Data Privacy Frameworks.

Location of Customer Data

For the Core Online Services, Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as set forth in the Product Terms.

For EU Data Boundary Online Services, Microsoft will store and process Customer Data and Personal Data within the European Union as set forth in the Product Terms.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

Data Retention and Deletion

At all times during the term of Customer's subscription or the applicable Professional Services engagement, Customer will have the ability to access, extract and delete Customer Data stored in each Online Service and Professional Services Data.

Except for free trials and LinkedIn services, Microsoft will retain Customer Data that remains stored in Online Services 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 and Personal Data stored in Online Services within an additional 90 days, unless authorized under this DPA to retain such data.

For Personal Data in connection with the Software and for Professional Services Data, Microsoft will delete all copies after the business purposes for which the data was collected or transferred have been fulfilled or earlier upon Customer's request, unless authorized under this DPA to retain such 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, Professional Services Data, or Personal Data as described in this section.

Processor Confidentiality Commitment

Microsoft will ensure that its personnel engaged in the processing of Customer Data, Professional Services Data, and Personal Data (i) will process such data only on instructions from Customer or as described in this DPA, and (ii) will be obligated to maintain the confidentiality and security of such data even after their engagement ends. Microsoft shall provide periodic and mandatory data privacy and security training and awareness to its employees with access to Customer Data, Professional Services Data, and Personal Data in accordance with applicable Data Protection Requirements and industry standards.

Notice and Controls on use of Subprocessors

Microsoft may hire Subprocessors to provide certain limited or ancillary services on its behalf. Customer consents to this engagement and to Microsoft Affiliates as Subprocessors. The above authorizations will constitute Customer's prior written consent to the subcontracting by Microsoft of the processing of Customer Data, Professional Services Data, and Personal Data if such consent is required under the Standard Contractual Clauses or the GDPR Terms.

Microsoft is responsible for its Subprocessors' compliance with Microsoft's obligations in this DPA. Microsoft makes available information about Subprocessors on a Microsoft website. When engaging any Subprocessor, Microsoft will ensure via a written contract that the Subprocessor may access and use Customer Data, Professional Services Data, or Personal Data only to deliver the services Microsoft has retained them to provide and is prohibited from using Customer Data, Professional Services Data, or Personal Data for any other purpose. Microsoft will ensure that Subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Microsoft by the



DPA, including the limitations on disclosure of Processed Data. Microsoft agrees to oversee the Subprocessors to ensure that these contractual obligations are met.

From time to time, Microsoft may engage new Subprocessors. Microsoft will give Customer notice and, as applicable, update the website and provide Customer with a mechanism to obtain notice of that update of any new Subprocessor at least 6 months in advance of providing that Subprocessor with access to Customer Data. Additionally, Microsoft will give Customer notice and, as applicable, update the website and provide Customer with a mechanism to obtain notice of that update of any new Subprocessor at least 30 days in advance of providing that Subprocessor with access to Professional Services Data or Personal Data other than that which is contained in Customer Data. If Microsoft engages a new Subprocessor for a new Product or Professional Service that processes Customer Data, Professional Services Data, or Personal Data, Microsoft will give Customer notice prior to availability of that Product or Professional Service.

If Customer does not approve of a new Subprocessor for an Online Service or Professional Services, then Customer may terminate any subscription for the affected Online Service or the applicable Statements of Service for the applicable Professional Service, respectively, without penalty or termination fee by providing, before the end of the relevant notice period, written notice of termination. If Customer does not approve of a new Subprocessor for Software, and Customer cannot reasonably avoid use of the Subprocessor by restricting Microsoft from processing data as set forth in the documentation or this DPA, then Customer may terminate any license for the affected software product without penalty by providing, before the end of the relevant notice period, written notice of termination. Customer may also include an explanation of the grounds for non-approval together with the termination notice, in order to permit Microsoft to re-evaluate any such new Subprocessor based on the applicable concerns. If the affected Product is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite. After termination, Microsoft will remove payment obligations for any subscriptions or other applicable unpaid work for the terminated Products or Services from subsequent invoices to Customer or its reseller.

Educational Institutions

If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Microsoft acknowledges that for the purposes of the DPA, Microsoft is a “school official” with “legitimate educational interests” in the Customer Data and Professional Services Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials.

Customer understands that Microsoft may possess limited or no contact information for Customer’s students and students’ parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user’s use of the Products and Services that may be required by applicable law and to convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student’s parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data and Professional Services Data in Microsoft’s possession as may be required under applicable law.

CJIS Customer Agreement

Microsoft provides certain government cloud services (“Covered Services”) in accordance with the FBI Criminal Justice Information Services (“CJIS”) Security Policy (“CJIS Policy”). The CJIS Policy governs the use and transmission of criminal justice information. All Microsoft CJIS Covered Services shall be governed by the terms and conditions in the CJIS Management Agreement.

HIPAA Business Associate

If Customer is a “covered entity” or a “business associate” and includes “protected health information” in Customer Data or Professional Services Data, as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, “HIPAA”), execution of Customer’s agreement includes execution of the HIPAA Business Associate Agreement (“BAA”). The full text of the BAA identifies the Online Services or Professional Services to which it applies and is available at <http://aka.ms/BAA>. Customer may opt out of the BAA by sending the following information to Microsoft in a written notice (under the terms of the Customer’s agreement):

- the full legal name of the Customer and any Affiliate that is opting out; and
- if Customer has multiple agreements, Customer’s agreement to which the opt out applies.

Telecommunication Data

To the extent Microsoft is processing traffic, content and other Personal Data in the provision of Products and Services that qualify as telecommunication services under applicable law, specific statutory obligations may apply. Microsoft will comply with all telecommunication specific laws and regulations applicable to its providing the Products and Services, including security breach notification, Data Protection Requirements, and telecommunication secrecy.

California Consumer Privacy Act (CCPA)

If Microsoft is processing Personal Data within the scope of the CCPA, Microsoft makes the following additional commitments to Customer. Microsoft will process Customer Data, Professional Services Data, and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in the DPA Terms and as permitted under the CCPA, including under any “sale”

exemption. In no event will Microsoft sell any such data. These CCPA terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the DPA Terms, Product Terms, or other agreement between Microsoft and Customer.

Biometric Data

If Customer uses Products and Services to process Biometric Data, Customer is responsible for: (i) providing notice to data subjects, including with respect to retention periods and destruction; (ii) obtaining consent from data subjects; and (iii) deleting the Biometric Data, all as appropriate and required under applicable Data Protection Requirements. Microsoft will process that Biometric Data following Customer's documented instructions (as described in the "Processor and Controller Roles and Responsibilities" section above) and protect that Biometric Data in accordance with the data security and protection terms under this DPA. For purposes of this section, "Biometric Data" will have the meaning set forth in Article 4 of the GDPR and, if applicable, equivalent terms in other Data Protection Requirements.

Supplemental Professional Services

When used in the sections listed below, the defined term "Professional Services" includes Supplemental Professional Services, and the defined term "Professional Services Data" includes data obtained for Supplemental Professional Services.

For Supplemental Professional Services, the following sections of the DPA apply in the same manner as they apply to Professional Services: "Introduction", "Compliance with Laws", "Nature of Processing; Ownership", "Disclosure of Processed Data", "Processing of Personal Data; GDPR", the first paragraph of "Security Practices and Policies", "Customer Responsibilities", "Security Incident Notification", "Data Transfer" (including the terms regarding the 2021 Standard Contractual Clauses), the third paragraph of "Data Retention and Deletion", "Processor Confidentiality Commitment", "Notice and Controls on use of Subprocessors", "HIPAA Business Associate" (to the extent applicable in the BAA), "California Consumer Privacy Act (CCPA)", "Biometric Data", "How to Contact Microsoft", "Appendix B – Data Subjects and Categories of Personal Data", and "Appendix C – Additional Safeguards Addendum".

How to Contact Microsoft

If Customer believes that Microsoft is not adhering to its privacy or security commitments, Customer may contact customer support or use Microsoft's Privacy web form, located at <http://go.microsoft.com/?linkid=9846224>. Microsoft's mailing address is:

Microsoft Enterprise Service Privacy

Microsoft Corporation
One Microsoft Way
Redmond, Washington 98052 USA

Microsoft Ireland Operations Limited is Microsoft's data protection representative for the European Economic Area and Switzerland. The privacy representative of Microsoft Ireland Operations Limited can be reached at the following address:

Microsoft Ireland Operations, Ltd.

Attn: Data Protection
One Microsoft Place
South County Business Park
Leopardstown
Dublin 18, D18 P521, Ireland

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Appendix A – Security Measures

Microsoft has implemented and will maintain for Customer Data in the Core Online Services and Professional Services Data the following security measures, which in conjunction with the security commitments in this DPA (including the GDPR Terms), are Microsoft’s only responsibility with respect to the security of that data.

Domain	Practices
Organization of Information Security	<p>Security Ownership. Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.</p> <p>Security Roles and Responsibilities. Microsoft personnel with access to Customer Data or Professional Services Data are subject to confidentiality obligations.</p> <p>Risk Management Program. Microsoft performed a risk assessment before processing the Customer Data or launching the Online Services service and before processing Professional Service Data or launching the Professional Services.</p> <p>Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.</p>
Asset Management	<p>Asset Inventory. Microsoft maintains an inventory of all media on which Customer Data or Professional Services Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.</p> <p>Asset Handling</p> <ul style="list-style-type: none"> - Microsoft classifies Customer Data and Professional Services Data to help identify it and to allow for access to it to be appropriately restricted. - Microsoft imposes restrictions on printing Customer Data and Professional Services Data and has procedures for disposing of printed materials that contain such data. - Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data or Professional Services Data on portable devices, remotely accessing such data, or processing such data outside Microsoft’s facilities.
Human Resources Security	<p>Security Training. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures. Microsoft will only use anonymous data in training.</p>
Physical and Environmental Security	<p>Physical Access to Facilities. Microsoft limits access to facilities where information systems that process Customer Data or Professional Services Data are located to identified authorized individuals.</p> <p>Physical Access to Components. Microsoft maintains records of the incoming and outgoing media containing Customer Data or Professional Services Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of such data they contain.</p> <p>Protection from Disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.</p> <p>Component Disposal. Microsoft uses industry standard processes to delete Customer Data and Professional Services Data when it is no longer needed.</p>
Communications and Operations Management	<p>Operational Policy. Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data or Professional Services Data.</p> <p>Data Recovery Procedures</p> <ul style="list-style-type: none"> - On an ongoing basis, but in no case less frequently than once a week (unless no updates have occurred during that period), Microsoft maintains multiple copies of Customer Data and Professional Services Data from which such data can be recovered. - Microsoft stores copies of Customer Data and Professional Services Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data and Professional Services Data are located. - Microsoft has specific procedures in place governing access to copies of Customer Data and Professional Services Data. - Microsoft reviews data recovery procedures at least every six months, except for data recovery procedures for Professional Services and for Azure Government Services, which are reviewed every twelve months.

Domain	Practices
	<ul style="list-style-type: none"> - Microsoft logs data restoration efforts, including the person responsible, the description of the restored data and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process. <p>Malicious Software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data and Professional Services Data, including malicious software originating from public networks.</p> <p>Data Beyond Boundaries</p> <ul style="list-style-type: none"> - Microsoft encrypts, or enables Customer to encrypt, Customer Data and Professional Services Data that is transmitted over public networks. - Microsoft restricts access to Customer Data and Professional Services Data in media leaving its facilities. <p>Event Logging. Microsoft logs, or enables Customer to log, access and use of information systems containing Customer Data or Professional Services Data, registering the access ID, time, authorization granted or denied, and relevant activity.</p>
Access Control	<p>Access Policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data or Professional Services Data.</p> <p>Access Authorization</p> <ul style="list-style-type: none"> - Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data or Professional Services Data. - Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months. - Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources. - Microsoft ensures that where more than one individual has access to systems containing Customer Data or Professional Services Data, the individuals have separate identifiers/log-ins. <p>Least Privilege</p> <ul style="list-style-type: none"> - Technical support personnel are only permitted to have access to Customer Data and Professional Services Data when needed. - Microsoft restricts access to Customer Data and Professional Services Data to only those individuals who require such access to perform their job function. <p>Integrity and Confidentiality</p> <ul style="list-style-type: none"> - Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended. - Microsoft stores passwords in a way that makes them unintelligible while they are in force. <p>Authentication</p> <ul style="list-style-type: none"> - Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems. - Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly. - Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long. - Microsoft ensures that de-activated or expired identifiers are not granted to other individuals. - Microsoft monitors, or enables Customer to monitor, repeated attempts to gain access to the information system using an invalid password. - Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. - Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage. <p>Network Design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data or Professional Services Data they are not authorized to access.</p>

Domain	Practices
<p>Information Security Incident Management</p>	<p>Incident Response Process</p> <ul style="list-style-type: none"> - Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. - For each security breach that is a Security Incident, notification by Microsoft (as described in the “Security Incident Notification” section above) will be made without undue delay and, in any event, within 72 hours. - Microsoft tracks, or enables Customer to track, disclosures of Customer Data and Professional Services Data, including what data has been disclosed, to whom, and at what time. <p>Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.</p>
<p>Business Continuity Management</p>	<ul style="list-style-type: none"> - Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data or Professional Services Data are located. - Microsoft’s redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data and Professional Services Data in its original or last-replicated state from before the time it was lost or destroyed.

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Appendix B – Data Subjects and Categories of Personal Data

Data subjects: Data subjects include the Customer’s representatives and end-users including employees, contractors, collaborators, and customers of the Customer. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by Microsoft. Microsoft acknowledges that, depending on Customer’s use of the Products and Services, Customer may elect to include personal data from any of the following types of data subjects in the personal data:

- Employees, contractors and temporary workers (current, former, prospective) of Customer;
- Dependents of the above;
- Customer’s collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of Customer’s services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the Customer and/or use communication tools such as apps and websites provided by the Customer;
- Stakeholders or individuals who passively interact with Customer (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the Customer);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of data: The personal data that is included in e-mail, documents and other data in an electronic form in the context of the Products and Services. Microsoft acknowledges that, depending on Customer’s use of the Products and Services, Customer may elect to include personal data from any of the following categories in the personal data:

- Basic personal data (for example place of birth, street name and house number (address), postal code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver’s license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location and organizations);



- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified in Article 4 of the GDPR.



Appendix C – Additional Safeguards Addendum

By this Additional Safeguards Addendum to the DPA (this “Addendum”), Microsoft provides additional safeguards to Customer for the processing of personal data, within the scope of the GDPR, by Microsoft on behalf of Customer and additional redress to the data subjects to whom that personal data relates.

This Addendum supplements and is made part of, but is not in variation or modification of, the DPA.

1. Challenges to Orders. In the event Microsoft receives an order from any third party for compelled disclosure of any personal data processed under this DPA, Microsoft shall:

- a. use every reasonable effort to redirect the third party to request data directly from Customer;
- b. promptly notify Customer, unless prohibited under the law applicable to the requesting third party, and, if prohibited from notifying Customer, use all lawful efforts to obtain the right to waive the prohibition in order to communicate as much information to Customer as soon as possible; and
- c. use all lawful efforts to challenge the order for disclosure on the basis of any legal deficiencies under the laws of the requesting party or any relevant conflicts with applicable law of the European Union or applicable Member State law.

If, after the steps described in a. through c. above, Microsoft or any of its affiliates remains compelled to disclose personal data, Microsoft will disclose only the minimum amount of that data necessary to satisfy the order for compelled disclosure.

For purpose of this section, lawful efforts do not include actions that would result in civil or criminal penalty such as contempt of court under the laws of the relevant jurisdiction.

2. Indemnification of Data Subjects. Subject to Sections 3 and 4, Microsoft shall indemnify a data subject for any material or non-material damage to the data subject caused by Microsoft’s disclosure of personal data of the data subject that has been transferred in response to an order from a non-EU/EEA government body or law enforcement agency in violation of Microsoft’s obligations under Chapter V of the GDPR (a “Relevant Disclosure”). Notwithstanding the foregoing, Microsoft shall have no obligation to indemnify the data subject under this Section 2 to the extent the data subject has already received compensation for the same damage, whether from Microsoft or otherwise.

3. Conditions of Indemnification. Indemnification under Section 2 is conditional upon the data subject establishing, to Microsoft’s reasonable satisfaction, that:

- a. Microsoft engaged in a Relevant Disclosure;
- b. the Relevant Disclosure was the basis of an official proceeding by the non-EU/EEA government body or law enforcement agency against the data subject; and
- c. the Relevant Disclosure directly caused the data subject to suffer material or non-material damage.

The data subject bears the burden of proof with respect to conditions a. through c.

Notwithstanding the foregoing, Microsoft shall have no obligation to indemnify the data subject under Section 2 if Microsoft establishes that the Relevant Disclosure did not violate its obligations under Chapter V of the GDPR.

4. Scope of Damages. Indemnification under Section 2 is limited to material and non material damages as provided in the GDPR and excludes consequential damages and all other damages not resulting from Microsoft’s infringement of the GDPR.

5. Exercise of Rights. Rights granted to data subjects under this Addendum may be enforced by the data subject against Microsoft irrespective of any restriction in Clauses 3 or 6 of the Standard Contractual Clauses. The data subject may only bring a claim under this Addendum on an individual basis, and not part of a class, collective, group or representative action. Rights granted to data subjects under this Addendum are personal to the data subject and may not be assigned.

6. Notice of Change. Microsoft agrees and warrants that it has no reason to believe that the legislation applicable to it or its sub-processors, including in any country to which personal data is transferred either by itself or through a sub-processor, prevents it from fulfilling the instructions received from the Customer and its obligations under this Addendum or the 2021 Standard Contractual Clauses and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Addendum or the Standard Contractual Clauses, it will promptly notify the change to Customer as soon as it is aware, in which case Customer is entitled to suspend the transfer of data and/or terminate the contract.

Attachment 1 – European Union General Data Protection Regulation Terms

Microsoft makes the commitments in these GDPR Terms, to all customers effective May 25, 2018. These commitments are binding upon Microsoft with regard to Customer regardless of (1) the version of the Product Terms and DPA that is otherwise applicable to any given Product subscription or license, or (2) any other agreement that references this attachment.

For purposes of these GDPR Terms, Customer and Microsoft agree that Customer is the controller of Personal Data and Microsoft is the processor of such data, except when Customer acts as a processor of Personal Data, in which case Microsoft is a subprocessor. These GDPR Terms apply to the processing of Personal Data, within the scope of the GDPR, by Microsoft on behalf of Customer. These GDPR Terms do not limit or reduce any data protection commitments Microsoft makes to Customer in the Product Terms or other agreement between Microsoft and Customer. These GDPR Terms do not apply where Microsoft is a controller of Personal Data.

Relevant GDPR Obligations: Articles 5, 28, 32, and 33

1. Microsoft supports Customer's accountability obligations via this DPA and the product documentation provided to Customer, and will continue to do so during the term of the term of Customer's subscription or the applicable Professional Services engagement pursuant to subsection 3(h) below. (Article 5(2))
2. Microsoft shall not engage another processor without prior specific or general written authorisation of Customer. In the case of general written authorisation, Microsoft shall inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes. (Article 28(2))
3. Processing by Microsoft shall be governed by these GDPR Terms under European Union (hereafter "Union") or Member State law and are binding on Microsoft with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of Personal Data, the categories of data subjects and the obligations and rights of the Customer are set forth in the Customer's licensing agreement, including these GDPR Terms. In particular, Microsoft shall:
 - (a) process the Personal Data only on documented instructions from Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by Union or Member State law to which Microsoft is subject; in such a case, Microsoft shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - (b) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) take all measures required pursuant to Article 32 of the GDPR;
 - (d) respect the conditions referred to in paragraphs 1 and 3 for engaging another processor;
 - (e) taking into account the nature of the processing, assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
 - (f) assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Microsoft;
 - (g) at the choice of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;
 - (h) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Microsoft shall immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions. (Article 28(3))

4. Where Microsoft engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor by way of a contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor fails to fulfil its data protection obligations, Microsoft shall remain fully liable to the Customer for the performance of that other processor's obligations. (Article 28(4))

5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and Microsoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- (a) the pseudonymisation and encryption of Personal Data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. (Article 32(1))

6. In assessing the appropriate level of security, account shall be taken of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed. (Article 32(2))

7. Customer and Microsoft shall take steps to ensure that any natural person acting under the authority of Customer or Microsoft who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by Union or Member State law. (Article 32(4))

8. Microsoft shall notify Customer without undue delay after becoming aware of a Personal Data breach. (Article 33(2)). Such notification will include that information a processor must provide to a controller under Article 33(3) to the extent such information is reasonably available to Microsoft.

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Volume
Licensing

Service Level Agreement for Microsoft Online Services March 1, 2024

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Introduction

About this Document

This Service Level Agreement for Microsoft Online Services (this “SLA”) is a part of your Microsoft volume licensing agreement (the “Agreement”). Capitalized terms used but not defined in this SLA will have the meaning assigned to them in the Agreement. This SLA applies to the Microsoft Online Services listed herein (a “Service” or the “Services”), but does not apply to separately branded services made available with or connected to the Services or to any on-premise software that is part of any Service.

If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, the version of this SLA that is current at the time of renewal will apply throughout your renewal term. We will provide at least 90 days’ notice for adverse material changes to this SLA. You can review the most current version of this SLA at any time by visiting <https://aka.ms/CSLA>.

Previews and Online Services and/or service tiers provided free of charge are not included or eligible for SLA claims or credits.

Prior Versions of this Document

This SLA provides information on Services currently available. Earlier versions of this document are available at <http://www.microsoftvolumelicensing.com>. To find the needed version, a customer may contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes to this Document

Below are recent additions, deletions and other changes to this SLA. Also listed below, are clarifications of Microsoft policy in response to common customer questions.

Additions/Updates	Deletions
Application Gateway for Containers	
Azure Managed Instance for Apache Cassandra	
Storage Accounts	

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General Terms

Definitions

“Applicable Period” means, for the 30 days prior to and including the last day of the Incident for which a Service Credit is owed, the number of days that you are a subscriber for a Service.

“Applicable Service Fees” means the total fees actually paid by you for a Service that are applied to the Applicable Period in which a Service Credit is owed.

“Downtime” is defined for each Service in the Services Specific Terms below. Except for Microsoft Azure Services, Downtime does not include Scheduled Downtime. Downtime does not include unavailability of a Service due to limitations described below and in the Services Specific Terms.

“Error Code” means an indication that an operation has failed, such as an HTTP status code in the 5xx range.

“External Connectivity” is bi-directional network traffic over supported protocols such as HTTP and HTTPS that can be sent and received from a public IP address.

“Incident” means (i) any single event, or (ii) any set of events, that result in Downtime.

“Management Portal” means the web interface, provided by Microsoft, through which customers may manage the Service.

“Scheduled Downtime” means periods of Downtime related to network, hardware, or Service maintenance or upgrades. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

“Service Credit” is the percentage of the Applicable Service Fees credited to you following Microsoft’s claim approval.

“Service Level” means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

“Service Resource” means an individual resource available for use within a Service.

“Success Code” means an indication that an operation has succeeded, such as an HTTP status code in the 2xx range.

“Support Window” refers to the period of time during which a Service feature or compatibility with a separate product or service is supported.

“User Minutes” means the total number of minutes in an Applicable Period, less all Scheduled Downtime, multiplied by the total number of users.

Terms

Claims

In order for Microsoft to consider a claim, you must submit the claim to customer support at Microsoft Corporation including all information necessary for Microsoft to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

For a claim related to Microsoft Azure, we must receive the claim within two months of the end of the Applicable Period in which the Incident that is the subject of the claim occurred. For claims related to all other Services, we must receive the claim by the end of the Applicable Period following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five (45) days of receipt. You must be in compliance with the Agreement in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to your Applicable Service Fees.

If you purchased more than one Service (not as a suite), then you may submit claims pursuant to the process described above as if each Service were covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA. In the event that more than one Service Level for a particular Service is not met because of the same Incident, you must choose only one Service Level under which to make a claim based on the Incident. Unless as otherwise provided in a specific SLA, only one Service Credit is permitted per Service for an Applicable Period.

Service Credits

Service Credits are your sole and exclusive remedy for any performance or availability issues for any Service under the Agreement and this SLA. You may not unilaterally offset your Applicable Service Fees for any performance or availability issues.

Service Credits apply only to fees paid for the particular Service, Service Resource, or Service tier for which a Service Level has not been met. In cases where Service Levels apply to individual Service Resources or to separate Service tiers, Service Credits apply only to fees paid for the affected



Service Resource or Service tier, as applicable. The Service Credits awarded in any billing month for a particular Service or Service Resource will not, under any circumstance, exceed your monthly service fees for that Service or Service Resource, as applicable, in the Applicable Period. If you purchased Services as part of a suite or other single offer, the Applicable Service Fees and Service Credit for each Service will be pro-rated. Services purchased through Reserved Instances or Azure Savings Plans are eligible for Service Credits if the Service has an eligible SLA. If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us. The Service Credit will be based on the estimated retail price for the applicable Service, as determined by us in our reasonable discretion.

Limitations

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. That results from failures in a single Microsoft Datacenter location, when your network connectivity is explicitly dependent on that location in a non-geo-resilient manner;
4. Caused by your use of a Service after we advised you to modify your use of the Service, if you did not modify your use as advised;
5. During or with respect to preview, pre-release, beta or trial versions of a Service, feature or software (as determined by us) or to purchases made using Microsoft subscription credits;
6. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
7. That result from your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance;
8. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
9. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior;
10. Due to your use of Service features that are outside of associated Support Windows; or
11. For licenses reserved, but not paid for, at the time of the Incident.
12. Your initiated operations such as restart, stop, start, failover, scale compute, and scale storage that incur downtime are excluded from the uptime calculation.
13. Monthly maintenance window that incurs a downtime to patch your server and infrastructure is excluded from the uptime calculation.

Services purchased through Open, Open Value, and Open Value Subscription volume licensing agreements, and Services in an Office 365 Small Business Premium suite purchased in the form of a product key are not eligible for Service Credits based on service fees. For these Services, any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees, and any references to “Applicable Service Fees” is deleted and replaced by “Applicable Period.”

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Microsoft Dynamics 365

Dynamics 365 Business Central

Downtime: Any period of time when end users are unable to login to their instance.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Commerce

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.

“Partner Application Service” means a partner application built on top of and combined with the Platform that (A) is used for processing your organization’s actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.

“Maximum Available Minutes” means the total accumulated minutes during an Applicable Period in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

“Platform” means the Service’s client forms, SQL server reports, batched operations, and API endpoints, or the Service’s retail APIs that are used for commerce or retail purposes only.

“Scale Unit” means the increments by which compute and storage resources are added to or removed from a Partner Application Service.

“Service Infrastructure” means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

Downtime: Any period of time when end users are unable to access their Active Tenant, due to a failure in the unexpired Platform or the Service Infrastructure as Microsoft determines from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, the inability to access the Service due to your modifications of the Service, or periods where the Scale Unit capacity is exceeded.

Uptime Percentage: The Uptime Percentage for a given Active Tenant in an Applicable Period is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Customer Insights

Downtime: Any period of time when end users are unable to login to their environment. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, or the inability to access the Service due to your modifications of the Service.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Customer Service Enterprise; Dynamics 365 Customer Service Professional; Dynamics 365 Customer Service Insights; Dynamics 365 Field Service; Dynamics 365 Marketing

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Fraud Protection

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\#Minutes\ in\ month - \#Minutes\ DFP\ service\ is\ unavailable}{\#Minutes\ in\ month} \times 100$$

where, in a given minute interval, the service is said to be available if there is a successful watchdog ping test of the service through its external DNS.

Service Credit:

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Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Guides

Additional Definitions:

Downtime: Any period of time when end user is unable to read or write any Service data for which they have appropriate permission. Any period of time when end users are unable to initiate or participate in calls.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

* Downtime does not include Scheduled Downtime.

Service Credit:

Uptime Percentage	Service Credit
<99.5%	25%
<99%	50%

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Dynamics 365 Human Resources

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that has an active database that users can log into.

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission. Downtime does not include Scheduled Downtime.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.5%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Intelligent Order Management

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include any non-availability of Service add-on features. Downtime does not include Scheduled Downtime.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Remote Assist

Additional Definitions:

Downtime: Any period of time when end users are unable to conduct instant messaging conversations or initiate or participate in calls.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

**Instant messaging conversations available only in some platforms*

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%

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Dynamics 365 Sales Enterprise; Dynamics 365 Sales Professional

Downtime: Any period of time when end users are unable to read or write any Service data for which they have appropriate permission, but this does not include non-availability of Service add-on features.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Dynamics 365 Supply Chain Management; Dynamics 365 Finance; Dynamics 365 Project Operations

Additional Definitions:

“Active Tenant” means a tenant with an active high availability production topology in the Management Portal that (A) has been deployed to a Partner Application Service; and (B) has an active database that users can log into.

“Partner Application Service” means a partner application built on top of and combined with the Platform that (A) is used for processing your organization’s actual business transactions; and (B) has reserve compute and storage resources equal to or greater than one of the Scale Units your partner selected for the applicable partner application.

“Maximum Available Minutes” means the total accumulated minutes during an Applicable Period in which an Active Tenant was deployed in a Partner Application Service using an active high availability production topology.

“Platform” means the Service’s client forms, SQL server reports, batched operations, and API endpoints, or the Service’s retail APIs that are used for commerce or retail purposes only.

“Scale Unit” means the increments by which compute, and storage resources are added to or removed from a Partner Application Service.

“Service Infrastructure” means the authentication, computing, and storage resources that Microsoft provides in connection with the Service.

Downtime: Any period of time when end users are unable to login to their Active Tenant, due to a failure in the unexpired Platform or the Service Infrastructure as Microsoft determines from automated health monitoring and system logs. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, the inability to access the Service due to your modifications of the Service, or periods where the Scale Unit capacity is exceeded.

Uptime Percentage: The Uptime Percentage for a given Active Tenant in an Applicable Period is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Services

Duet Enterprise Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Service Level Exceptions: This SLA does not apply when the inability to read or write any portion of a SharePoint Online site is caused by any failure of third-party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

Additional Terms: You will be eligible for a Service Credit for Duet Enterprise Online only when you are eligible for a Service Credit for the SharePoint Online Plan 2 User SLs that you have purchased as a prerequisite for your Duet Enterprise Online User SLs.

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Exchange Online

Downtime: Any period of time when users are unable to send or receive email with Outlook Web Access. There is no Scheduled Downtime for this service.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Additional Terms: See Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive.

Uptime Percentage for Exchange Email Delivery Time

Email Delivery Time is defined as the fastest 95% of messages measured in seconds over an Applicable Period within the Microsoft 365 boundary and applies to the following scenarios:

- **Inbound to Microsoft 365 cloud hosted mailbox:** The elapsed time from when a mail enters the Microsoft 365 boundary to when the mail is delivered to the Microsoft 365 cloud hosted mailbox.
- **Intra-tenant Microsoft 365 to Microsoft 365 cloud hosted mailbox (Inter-Tenant Excluded):** The elapsed time from when a Microsoft 365 cloud hosted mailbox sends mail, and that mail is delivered to another Microsoft 365 cloud hosted mailbox.
- **Microsoft 365 cloud hosted mailbox to an external recipient:** The elapsed time from when a Microsoft 365 cloud hosted mailbox sends mail to an external recipient, where the delay has been identified as a failure within the Microsoft 365 tenant boundary.
- **Microsoft 365 relay to an external recipient:** The elapsed time from when a mail enters the Microsoft 365 boundary from a customer’s on-premises environment via an inbound connector and leaves the Microsoft 365 tenant boundary, and the delay has been identified as a failure within the Microsoft 365 boundary.

The Email Delivery Service Level applies only to legitimate business email delivered to or sent by valid Microsoft 365 licensed email accounts. This Email Delivery Service Level does not apply to:

- Customer induced mail storms
- Bulk email (customer mailers, newsletters, etc.)
- Delivery of email to an archive
- Denial of Service attacks (DoS)
- Microsoft 365 Tenant misconfiguration
- Email delays where the failure mode is within the customers on-premises boundary and/or third-party service providers.
- Network latency between Microsoft 365 and end user email clients
- Mail that is throttled by Microsoft 365 to protect the health of the service or because a tenant has exceeded defined send and/or receive messaging limits.
- Messages de-prioritized by Microsoft 365 to protect the overall health of the service (large messages, messages sent to a large number of recipients or distribution lists, expensive transport rules or policies).

Email Delivery Time is measured then sorted by elapsed time. The fastest 95% of measurements are used to create the average delivery time for the Applicable Period.

Customers are eligible for a service credit when the fastest 95% of email delivery for the Applicable Period exceeds the following thresholds:

Average Email Delivery Time	Service Credit
>1 minute	25%
>4 minutes	50%
>10 minutes	100%

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Exchange Online Archiving

Downtime: Any period of time when users are unable to access the email messages stored in their archive. There is no Scheduled Downtime for this service.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

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Exchange Online Protection

Downtime: Any period of time when the network is not able to receive and process email messages. There is no Scheduled Downtime for this service.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription volume licensing agreements.

Additional Terms: See (i) Appendix 1 – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive and (ii) Appendix 2 – Service Level Commitment for Uptime and Email Delivery.

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Microsoft MyAnalytics

Downtime: Any period of time when users are unable to access the MyAnalytics dashboard.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Stream (Classic)

Downtime: Any period of time when users are unable to upload, playback, delete video or edit video metadata when they have appropriate permissions and content is valid excluding unsupported scenarios¹.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

¹Unsupported Scenarios could include playback on unsupported devices / OS, client-side network issues, and user errors.

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Microsoft Teams

Downtime: Any period of time when end users are unable to conduct instant messaging conversations or initiate online meetings.¹

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes - Downtime}{User\ Minutes} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft 365 Apps for business

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft 365 Apps for enterprise

Downtime: Any period of time when Office applications are put into reduced functionality mode due to an issue with Office 365 activation.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Advanced Compliance

Downtime: Any period of time when Customer Lockbox component of Office 365 Advanced Compliance is put into reduced functionality mode due to an issue with Office 365.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office Online

Downtime: Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint Online site for which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Office 365 Video

Downtime: Any period of time when users are unable to upload, view or edit videos in the video portal when they have appropriate permissions and valid content.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Level Commitment:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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OneDrive for Business

Downtime: Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Project

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection with Project Web App for which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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SharePoint Online

Downtime: Any period of time when users are unable to read or write any portion of a SharePoint Online site collection for which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Teams – Calling Plans, Phone System and Audio Conferencing

Downtime: Any period of time when end users are unable to initiate a PSTN call or unable to dial into conference audio via the PSTN, or process calls with Call Queues or Auto Attendant.

Uptime Percentage: The Uptime Percentage is calculated using the following formula for each of the services:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period Downtime is the sum of the length (in minutes) of each incident that occurs during that Applicable Period multiplied by the number of users impacted by that incident. Credit will be paid only against the actual service(s) that are impacted.

This SLA does not apply to outages caused by any failure of third-party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

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Service Credit:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Teams – Voice Quality

This SLA applies to any eligible call placed by any voice service user within the subscription (enabled for making any type of call VOIP or PSTN).

Additional Definitions:

“**Eligible Call**” is a Microsoft Teams placed call (within a subscription) that meets both conditions below:

- The call was placed from a Microsoft Teams Certified IP Desk phones on wired Ethernet.
- Packet Loss, Jitter and Latency issues on the call were due to networks managed by Microsoft.

“**Total Calls**” is the total number of Eligible Calls.

“**Poor Quality Calls**” is the total number of Eligible Calls that are classified as poor based on numerous factors that could impact call quality in the networks managed by Microsoft. While the current Poor Call classifier is built primarily on network parameters like RTT (Roundtrip Time), Packet Loss Rate, Jitter and Packet Loss-Delay Concealment Factors, it is dynamic and continually updated based on new learnings from analysis using millions of Skype, Skype for Business, and Microsoft Teams calls and evolution of Devices, Algorithms and end user ratings.

Good Call Rate: The Good Call Rate is calculated using the following formula:

$$\frac{\text{Total Calls} - \text{Poor Quality Calls}}{\text{Total Calls}} \times 100$$

Service Credit:

Good Call Rate	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Workplace Analytics

Downtime: Any period of time when users are unable to access the Workplace Analytics website.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Yammer Enterprise

Downtime: Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

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$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Azure Services and Plans

Microsoft Entra ID

Microsoft Entra ID Basic and Microsoft Entra ID Premium

Additional Definitions:

Downtime: Any period of time when users are unable to log in to the Microsoft Entra ID service, or Microsoft Entra ID fails to successfully emit the authentication and authorization tokens required for users to log into applications connected to the service.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure Active Directory B2C

Additional Definitions:

“Deployment Minutes” is the total number of minutes for which an Azure AD B2C directory has been deployed during an Applicable Period.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Azure AD B2C directories in a given Microsoft Azure subscription during an Applicable Period.

Downtime: is the total accumulated minutes across all Azure AD B2C directories deployed by Customer in a given Microsoft Azure subscription during which the Azure AD B2C service is unavailable. A minute is considered unavailable if all attempts to process user sign-up and sign-in fail to return tokens or valid Error Codes, or do not return responses within two minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Entra Domain Services

Additional Definitions:

“**Managed Domain**” refers to an Active Directory domain that is provisioned and managed by Microsoft Entra Domain Services.

“**Maximum Available Minutes**” is the total number of minutes that a given Managed Domain has been deployed by Customer in Microsoft Azure during an Applicable Period in a given Microsoft Azure subscription.

“**Downtime**” is the total accumulated minutes during an Applicable Period for a given Microsoft Azure subscription during which a given Managed Domain is unavailable. A minute is considered unavailable if all requests for domain authentication of user accounts belonging to the Managed Domain, LDAP bind to the root DSE, or DNS lookup of records, made from within the virtual network where the Managed Domain is enabled, either return an Error Code or fail to return a Success Code within 30 seconds.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer’s use of Microsoft Entra Domain Services:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Analysis Services

Additional Definitions:

“**Server**” means any Azure Analysis Services server.

“**Maximum Available Minutes**” is the total number of minutes that a given Server has been deployed in Microsoft Azure during an Applicable Period in a given Microsoft Azure subscription.

“**Client Operations**” is the set of all documented operations supported by Azure Analysis Services.

Downtime: is the total accumulated minutes during an Applicable Period for a given Microsoft Azure subscription during which a given Server is unavailable. A minute is considered unavailable for a given Server if more than 1% of all Client Operations completed during the minute return an Error Code.

Uptime Percentage: The Uptime Percentage for a given Server is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure API for FHIR

“**Total Transaction Attempts**” is the total number of authenticated Azure API for FHIR requests made by Customer during an Applicable Period for a given Microsoft Azure subscription. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 60 seconds after receipt by the Azure API for FHIR Service.

Uptime Calculation

“Uptime Percentage” for Azure API for FHIR is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts multiplied by 100. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

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The following Service Levels and Service Credits are applicable to Azure API for FHIR:

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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API Management Services

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given API Management instance has been deployed in Microsoft Azure during an Applicable Period.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all API Management instances deployed by you in a given Microsoft Azure subscription during an Applicable Period.

“Proxy” is the component of the API Management Service responsible for receiving API requests and forwarding them to the configured dependent API.

Downtime: The total accumulated Deployment Minutes, across all API Management instances deployed by you in a given Microsoft Azure subscription, during which the API Management Service is unavailable. A minute is considered unavailable for a given API Management instance if all continuous attempts to perform operations through the Proxy throughout the minute result in either an Error Code or do not return a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for Consumption Tier, Basic Tier, Standard Tier and Premium Tier deployments scaled within a single region:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Service Credit for Premium Tier deployments scaled across two or more regions:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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App Center

Additional Definitions:

“Build Service” is a feature that allows customers to build their mobile applications in Visual Studio App Center.

“Test Service” is a feature that allows customers to upload and run tests for their mobile applications on physical devices running in Visual Studio App Center.

“Push Notification Service” is a feature that enables customers to push messages to specific devices configured to receive such messages using Visual Studio App Center.

Uptime Calculation and Service Levels for Visual Studio App Center Build Service

“Maximum Available Minutes” is the total number of minutes for which Build Service has been deployed by Customer for a given Microsoft Azure subscription during an Applicable Period.

“Downtime” is the total number of minutes within Maximum Available Minutes during which the Build Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Build Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Uptime Percentage: The Uptime Percentage for the Visual Studio App Center Build Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Build Service.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Visual Studio App Center Test Service

"**Maximum Available Minutes**" is the total number of minutes for which Test Service has been deployed by Customer for a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total number of minutes within Maximum Available Minutes during which the Test Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Test Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Uptime Percentage: The Uptime Percentage for the Visual Studio App Center Test Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Test Service.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Visual Studio App Center Push Notification Service

"**Maximum Available Minutes**" is the total number of minutes for which Push Notification Service has been deployed by Customer for a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total number of minutes within Maximum Available Minutes during which Push Notification Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to Push Notification Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response within one minute.

Uptime Percentage: The Uptime Percentage for the Visual Studio App Center Push Notification Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Visual Studio App Center Push Notification Service.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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App Configuration

Additional Definitions

"**Configuration Store**" refers to a single deployment of Azure App Configuration created by Customer, such that it is enumerated in the App Configuration tab in the Management Portal.

Uptime Calculation and Service Levels for Azure App Configuration

"**Deployment Minutes**" is the total number of minutes that a given Configuration Store has been deployed in Microsoft Azure during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Configuration Stores deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

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"Downtime" is the total accumulated minutes within Maximum Available Minutes, during which the Configuration Store is unavailable. A minute is considered unavailable for a given Configuration Store when there is no connectivity throughout the minute between the Configuration Store and Microsoft's Internet gateway.

"Uptime Percentage" for Azure App Configuration is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of App Configuration.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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App Service

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given App has been set to running in Microsoft Azure during an Applicable Period. Deployment Minutes is measured from when the App was created or the Customer initiated an action that would result in running the App to the time the Customer initiated an action that would result in stopping or deleting the App.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during an Applicable Period

"App" is a Web App, Mobile App, API App, Logic App, deployed by Customer within the App Service. The SLA is supported when running on a single instance and on multiple instances.

Downtime: is the total accumulated Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during which the App is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft's Internet gateway.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Additional Terms: Service Credits are applicable only to fees attributable to your use of Web Apps, Mobile Apps, API Apps or Logic Apps and not to fees attributable to other types of apps available through the App Service, which are not covered by this SLA.

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Application Gateway

Additional Definitions:

"Application Gateway Cloud Service" refers to a collection of two or more medium or larger Application Gateway instances or deployments capable of supporting auto scale or zone redundancy, configured to perform HTTP load balancing services.

"Maximum Available Minutes" is the total accumulated minutes during an Applicable Period during which an Application Gateway Cloud Service has been deployed in a Microsoft Azure subscription.

Downtime: is the total accumulated Maximum Available Minutes during an Applicable Period for a given Application Gateway Cloud Service during which the Application Gateway Cloud Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Application Gateway Cloud Service throughout the minute are unsuccessful.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

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Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Application Gateway for Containers

Additional Definitions:

“**Application Gateway for Containers**” refers to both control plane and data plane concepts to perform HTTP load balancing services.

“**ALB Controller**” refers to the component installed into a customer’s Kubernetes cluster that is responsible for translating and transmitting user defined configuration in the Kubernetes cluster to Application Gateway for Containers.

“**Maximum Available Minutes**” is the total accumulated minutes during a billing month during which an Application Gateway for Containers Service has been deployed in an Azure subscription.

“**Control Plane Downtime**” is the total accumulated minutes during a billing month for a given Application Gateway for Containers resource during which changes to the Application Gateway for Containers control plane are unavailable. A given minute is considered unavailable if all connections initiated by Application Gateway for Container’s ALB Controller throughout the minute are unsuccessful.

“**Data Plane Downtime**” is the total accumulated minutes during a billing month for a given Application Gateway for Containers deployment during which the Application Gateway for Containers data plane is unavailable. A given minute is considered unavailable if all attempts to connect to a frontend of Application Gateway for Containers throughout the minute are unsuccessful.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Control Plane Downtime} - \text{Data Plane Downtime}}{\text{Maximum Available Minutes}}$$

Service Credit:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Application Insights

Additional Definitions:

“**Application Insights Resource**” is the container in Application Insights that collects, processes and stores the data for a single instrumentation key.

“**Maximum Available Minutes**” is the total number of minutes that a given Application Insights Resource has been deployed by Customer within a Microsoft Azure subscription during an Applicable Period.

“**Downtime**” is the total number of minutes within Maximum Available Minutes that data within an Application Insights Resource are unavailable. A minute is considered unavailable for a given Application Insights Resource during which no HTTP operations resulted in a Success Code.

Query Availability Percentage: for a given Application Insights Resource in an Applicable Period is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

The Query Availability Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Application Insights Service – Query Availability SLA:

Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Applied AI Services

Additional Definitions

"**Total Transaction Attempts**" is the total number of authenticated API requests by Customer during an Applicable Period for a given Applied AI Services API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

"**Failed Transactions**" is the set of all requests to the Applied AI Services API within Total Transaction Attempts that return an Error Code. Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

Uptime Calculation

"**Uptime Percentage**" for each API Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given API subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Applied AI Services APIs:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Arc

Additional Definitions

"**Maximum Available Minutes**" is the total accumulated minutes in an Applicable Period during which at least one Kubernetes configuration Azure resource has been deployed on an Azure Arc enabled Kubernetes resource in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes in an Applicable Period during which at least one Kubernetes configuration Azure resource has been deployed on an Azure Arc enabled Kubernetes resource, but the REST API operations for the Kubernetes configuration Azure resource are unavailable.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Kubernetes configuration Azure resource on top of Azure Arc enabled Kubernetes:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Automation

Automation Service – Desired State Configuration (DSC)

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given Automation account has been deployed in Microsoft Azure during an Applicable Period.

"**DSC Agent Service**" is the component of the Automation Service responsible for receiving and responding to pull, registration, and reporting requests from DSC nodes.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Automation accounts deployed in a given Microsoft Azure subscription during an Applicable Period

Downtime: The total accumulated Deployment Minutes, across all Automation accounts deployed in a given Microsoft Azure subscription, during which the DSC Agent Service is unavailable. A minute is considered unavailable for a given Automation account if all continuous pull, registration, and reporting requests from DSC nodes associated with the Automation account to the DSC Agent Service throughout the minute either result in an Error Code or do not return a Success Code within five minutes.

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Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: Service Credits are applicable only to fees attributable to your use of DSC functionality within the Automation Service.

Automation Service – Process Automation

Additional Definitions:

“Delayed Jobs” is the total number of Jobs, for a given Microsoft Azure subscription, that fail to start within thirty (30) minutes of their Planned Start Times.

“Job” means the execution of a Runbook.

“Planned Start Time” is a time at which a Job is scheduled to begin executing.

“Runbook” means a set of actions specified by you to execute within Microsoft Azure.

“Total Jobs” is the total number of Jobs scheduled for execution during a given Applicable Period, for a given Microsoft Azure subscription.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Jobs} - \text{Delayed Jobs}}{\text{Total Jobs}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: Service Credits are applicable only to fees attributable to your use of Process Automation functionality within the Automation Service.

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Azure Backup

Additional Definitions:

“Backup” or **“Back Up”** is the process of copying computer data from a registered server to a Backup Vault.

“Backup Agent” refers to the software installed on a registered server that enables the registered server to Back Up or Restore one or more Protected Items.

“Backup Vault” refers to a container in which you may register one or more Protected Items for Backup.

“Failure” means that either the Backup Agent or the Service fails to fully complete a properly configured Backup or Recovery operation due to unavailability of the Backup Service.

“Protected Item” refers to a collection of data, such as a volume, database, or virtual machine that has been scheduled for Backup to the Backup Service such that it is enumerated as a Protected Item in the Protected Items tab in the Recovery Services section of the Management Portal.

“Recovery” or **“Restore”** is the process of restoring computer data from a Backup Vault to a registered server.

Uptime Calculation and Service Levels for Backup Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes during which a Protected Item has been scheduled for Backup to a Backup Vault.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Protected Items for a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total accumulated Deployment Minutes across all Protected Items scheduled for Backup by you in a given Microsoft Azure subscription during which the Backup Service is unavailable for the Protected Item. The Backup Service is considered unavailable for a given Protected Item from the first Failure to Back Up or Restore the Protected Item until the initiation of a successful Backup or Recovery of a Protected Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Bastion

Additional Definitions**Uptime Calculation**

"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period during which a given Azure Bastion has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Bastion is unavailable. A minute is considered unavailable if all attempts to connect to the Azure Bastion within the minute are unsuccessful.

"**Uptime Percentage**" for a given Azure Bastion is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each Azure Bastion:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Batch

Additional Definitions:

"**Average Error Rate**" for an Applicable Period is the sum of Error Rates for each hour in the billing Applicable Period divided by the total number of hours in the Applicable Period.

"**Error Rate**" is the total number of Failed Requests divided by Total Requests during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

"**Excluded Requests**" are requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"**Failed Requests**" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 5 seconds.

"**Total Requests**" is the total number of authenticated REST API requests, other than Excluded Requests, to perform operations against Batch accounts attempted within a one-hour interval within a given Azure subscription during an Applicable Period.

Uptime Percentage: for the Batch Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in an Applicable Period. The "Average Error Rate" for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

Uptime Percentage is represented by the following formula:

$$\text{Uptime \%} = 100\% - \text{Average Error Rate}$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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BizTalk Services

Additional Definitions:

“**BizTalk Service Environment**” refers to a deployment of the BizTalk Services created by you, as represented in the Management Portal, to which you may send runtime message requests.

“**Deployment Minutes**” is the total number of minutes that a given BizTalk Service Environment has been deployed in Microsoft Azure during an Applicable Period.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription during an Applicable Period.

“**Monitoring Storage Account**” refers to the Azure Storage account used by the BizTalk Services to store monitoring information related to the execution of the BizTalk Services.

Downtime: The total accumulated Deployment Minutes, across all BizTalk Service Environments deployed by you in a given Microsoft Azure subscription, during which the BizTalk Service Environment is unavailable. A minute is considered unavailable for a given BizTalk Service Environment when there is no connectivity between your BizTalk Service Environment and Microsoft’s Internet gateway.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic, Standard, and Premium tiers of the BizTalk Services. The Developer tier of the Microsoft Azure BizTalk Services is not covered by this SLA.

Additional Terms: When submitting a claim, you must ensure that complete monitoring data is maintained within the Monitoring Storage Account and is made available to Microsoft.

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Azure Bot Service

Additional Definitions:

“**Azure Bot Service Premium Channel**” is a Bot Framework channel in the premium category.

“**Bot**” is the developer’s Internet facing conversational application which is registered with and is configured to send and receive messages from the Azure Bot Service.

“**Bot Framework**” is a platform for building, connecting, testing, and deploying powerful and intelligent bots.

“**Client**” is the end user facing portion of a Bot.

“**Premium Channels API Endpoint**” is a Bot Framework REST API endpoint for Azure Bot Service Premium Channels

Uptime Calculation and Service Levels for Azure Bot Services Premium Channels:

“**Total API Requests**” is the total number of requests made by the Bot or the Client to the Premium Channel’s API Endpoint in a Microsoft Azure subscription during an Applicable Period.

“**Failed API Requests**” are the total number of requests within Total API Requests that return an Error Code or do not respond within 2 minutes.

“**Uptime Percentage**” is calculated as Total API Requests less Failed API Requests divided by Total API Requests multiplied by 100.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total API Requests} - \text{Failed API Requests}}{\text{Total API Requests}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Bot Service Premium Channels.

Service Levels and Service Credits:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Cache for Redis

Additional Definitions:

“Cache” refers to a deployment of the Cache Service created by Customer, such that its Cache Endpoints are enumerated in the Cache tab in the Management Portal.

“Cache Endpoints” refers to endpoints through which a Cache may be accessed.

“Availability Zone” is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

Uptime Calculation and Service Levels for Cache Service

“Deployment Minutes” is the total number of minutes that a given Cache has been deployed in Microsoft Azure during an Applicable Period.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Caches deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total accumulated Deployment Minutes, across all Caches deployed by Customer in a given Microsoft Azure subscription, during which the Cache is unavailable. A minute is considered unavailable for a given Cache when there is no connectivity throughout the minute between one or more Cache Endpoints associated with the Cache and Microsoft’s Internet gateway.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits applicable to Customer’s use of the Cache Service vary based on the Cache Service’s deployment conditions and tier. Unless otherwise provided for above, the Service Levels and Service Credits are applicable to Customer’s use of the Cache Service, which includes the Azure Managed Cache Service or the Standard, Premium, Enterprise, and Enterprise Flash tiers of the Azure Cache for Redis Service. The Basic tier of the Azure Cache for Redis Cache is not covered by this SLA.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

For any Enterprise or Enterprise Flash tier Cache deployed to three or more Availability Zones in the same Azure region, the following Service Levels and Service Credits are applicable to Customer’s use of the Cache Service:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

For any Enterprise and Enterprise Flash tier Cache deployed (1) to at least three Azure regions and three or more Availability Zones in each of those regions and (2) with active geo-replication enabled for all Cache instances when the active geo-replication feature is enabled and generally available (i.e., not in preview), the following Service Levels and Service Credits are applicable to Customer’s use of the Cache Service:

Uptime Percentage	Service Credit
< 99.999%	10%
< 99%	25%

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Azure Chaos Studio

Additional Definitions:

“Action Minutes” is the total number of minutes that a given Azure Chaos Studio experiment applies an action against a target resource in Microsoft Azure during an Applicable Period. Action Minutes is measure from when an experiment initiates an action to the time when the action has run for the preconfigured duration or is terminated. An experiment can consist of one or more actions running sequentially or concurrently.

“Total Action Minutes” is the sum of all Action Minutes in a given Microsoft Azure subscription during an Applicable Period.

“Downtime” is evaluated in 1-minute intervals for each action that is active, and is the sum of all Action Minutes in a given Microsoft Azure subscription during an Applicable Period, during which Chaos Studio is unavailable. A minute for a given experiment is considered unavailable if within that 1-minute interval at least one experiment stop request for that experiment processed by Chaos Studio returns a 500 error. If no experiment stop request is processed by Chaos Studio within a given 1-minute interval, the Downtime for the interval is assumed to be 0 minute.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Action Minutes}-\text{Downtime}}{\text{Total Action Minutes}} \times 100$$

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Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Cloud Services

Additional Definitions:

“**Cloud Services**” refers to a set of compute resources utilized for Web and Worker Roles.

“**Role Instance Connectivity**” is bi-directional network traffic between the role instance and other IP addresses using TCP or UDP network protocols in which the role instance is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the virtual machine, IP addresses within the same virtual network as the virtual machine or public, routable IP addresses.

“**Tenant**” represents one or more roles each consisting of one or more role instances that are deployed in a single package.

“**Update Domain**” refers to a set of Microsoft Azure instances to which platform updates are concurrently applied.

“**Web Role**” is a Cloud Services component run in the Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.

“**Worker Role**” is a Cloud Services component run in the Azure execution environment that is useful for generalized development and may perform background processing for a Web Role.

Uptime Calculation and Service Levels for Cloud Services

“**Maximum Available Minutes**” is the total accumulated minutes during an Applicable Period for all Internet facing roles that have two or more instances deployed in different Update Domains. Maximum Available Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Role Instance Connectivity.

Uptime Percentage: Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure AI Search

Additional Definitions:

“**Average Error Rate**” for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

“**Error Rate**” is the total number of Failed Requests divided by Total Requests, across all Search Service Instances in a given Azure subscription, during a given one-hour interval. If the Total Requests in a one-hour interval is zero, the Error Rate for that interval is 0%.

“**Excluded Requests**” are all requests that are throttled due to exhaustion of resources allocated for a Search Service Instance, as indicated by an HTTP 503 status code and a response header indicating the request was throttled.

“**Failed Requests**” is the set of all requests within Total Requests that fail to return either a Success Code or HTTP 4xx response.

“**Replica**” is a copy of a search index within a Search Service Instance.

“**Search Service Instance**” is an Azure Search service instance containing one or more search indexes.

“**Total Requests**” is the set of (i) all requests to update a Search Service Instance having three or more Replicas, plus (ii) all requests to query a Search Service Instance having two or more Replicas, other than Excluded Requests, within a one-hour interval within a given Azure subscription during an Applicable Period.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

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Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Cognitive Services

Additional Definitions:

“Total Transaction Attempts” is the total number of authenticated API requests by Customer during an Applicable Period for a given Cognitive Service API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Failed Transactions” is the set of all requests to the Cognitive Service API within Total Transaction Attempts that return an Error Code. Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“Uptime Percentage” for each API Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given API subscription.

Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Total Transaction Attempts} - \text{Failed Transactions})}{\text{Total Transaction Attempts}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Cognitive Services APIs (except Azure OpenAI):

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: A separate SLA applies to Azure OpenAI Service.

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Azure Communication Gateway

Additional Definitions

“Assigned Telephone Number” is a telephone number that meets all the following criteria:

- It has been provisioned within the Operator Connect or Teams Phone Mobile environments.
- The telephone number is configured for connectivity through the Azure Communications Gateway.
- The telephone number’s status is “assigned” in the Operator Connect or Teams Phone Mobile environments. This includes (but is not limited to) assignment to users, conferencing bridges, voice Applications and third-party applications.

“Downtime” is any period of time in an Applicable Period for a given Microsoft Azure Subscription when Assigned Telephone Numbers are unable to initiate or receive voice calls through the Azure Communications Gateway.

“Downtime Number Minutes” is the sum of all Downtime, multiplied by the number of Assigned Telephone Numbers unable to initiate or receive calls through the Azure Communications Gateway for the given Downtime.

“Maximum Available Number Minutes” is the total number of minutes in an Applicable Period that the Azure Communications Gateway has been successfully deployed (i.e. provisioning status is marked as complete) multiplied by the maximum number of assigned Telephone Numbers at any time within that Applicable Period.

“Uptime Percentage” The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Number Minutes} - \text{Downtime Number Minutes}}{\text{Maximum Available Number Minutes}} \times 100$$

This SLA does not apply to outages caused by any failure of third-party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run as part of this Service.

The following Service Levels and Service Credits are applicable to Customer’s use of Azure Communications Gateway:

Uptime Percentage	Service Credit
< 99.99%	25%
< 98%	50%
< 95	100%

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Azure Communication Services

Additional Definitions

"**Downtime**" is the total number of Maximum Available Minutes during an Applicable Period where Azure Communication Services is unavailable. A minute is considered unavailable if all requests within this minute results in 5xx errors.

Maximum Available Minutes is the total number of minutes that Azure Communication Services has been deployed by a Customer in a Microsoft Azure subscription during an Applicable Period.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: Service credit will be applied to the individual service that was unavailable. For example, if Customer is using SMS and Chat services, and the SMS service does not meet SLA, Customer would receive a credit for the SMS usage, not the chat usage.

The available minutes are based only on services that are in the control of Azure Communication Services; this excludes third party services such as telecommunications providers and carriers.

Azure Confidential Ledger

Uptime Calculation and Service Levels for Azure Confidential Ledger

"**Deployment Minutes**" is the total number of minutes that a given managed confidential ledger has been deployed in Microsoft Azure during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all managed confidential ledgers deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Excluded Transactions**" are transactions for creating, updating, or deleting managed confidential ledgers.

"**Downtime**" is the total accumulated minutes, across all managed confidential ledgers deployed by Customer in a given Microsoft Azure subscription, during which the managed confidential ledgers were unavailable. A minute is considered unavailable for a given confidential ledger if all continuous attempts to perform transactions, other than Excluded Transactions, on the confidential ledger throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

"**Uptime Percentage**" for the Azure Confidential Ledger service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Confidential Ledger:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Azure Container Apps

Additional Definitions

"**App**" is a microservice or application deployed by a customer of the Azure Container Apps service.

"**Deployment Minutes**" means the total number of minutes that an App is expected to be active for an Applicable Period. The time that an App is expected to be active for an Applicable Period is based on scale rules set by a customer.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes for a given App deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

Uptime Calculation and Service Levels for Azure Container Apps

“Downtime” is the total accumulated minutes, across all Apps deployed by a Customer in a given Microsoft Azure subscription, during which one or more of the Apps is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft’s Internet gateway.

Uptime Percentage: The “Uptime Percentage” is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Container Apps service:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

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Azure Container Instances

Additional Definitions:

“Connectivity” is bi-directional network traffic between the Container Group and other IP addresses using TCP or UDP network protocols in which the Container Group is configured for allowed traffic.

“Container Group” is a collection of co-located containers that shares the same lifecycle and networking resources.

Uptime Calculation and Service Levels for Container Group:

“Maximum Available Minutes” is the total number of minutes that a given Container Group has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period. Maximum Available Minutes is measured from Customer action that results in starting a given Container Group to the time Customer action that results in stopping or deleting a given Container Group.

“Downtime” is the total number of minutes within Maximum Available Minutes that have no Connectivity.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credit are applicable to Customer’s use of Container Group.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Container Registry

Additional Definitions:

“Managed Registry” is any instance of Basic, Standard or Premium Container Registry.

“Registry Endpoint” is the host name from which a given Managed Registry is accessed by clients to perform Container Registry related operations.

“Registry Transactions” is the set of transaction requests sent from the client to the Registry Endpoint.

Uptime Calculation and Service Levels for Managed Container Registry

“Maximum Available Minutes” is the total number of minutes that a given Managed Container Registry has been deployed by Customer in a Microsoft subscription during an Applicable Period.

“Downtime” is the total number of minutes within Maximum Available Minutes during which Managed Registry is unavailable. A minute is considered unavailable if all continuous attempts to send Registry Transactions receive an Error Code or do not respond within the Maximum Processing Time outlined in the table below.

Transaction Types	Maximum Processing Time
List (Repository, Manifests, Tags)	8 Minutes
Others	1 Minute

“Uptime Percentage” for Managed Container Registry is calculated using the following formula:

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$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Content Delivery Network (CDN)

Uptime Calculation and Service Levels for CDN Service

Microsoft will review data from any commercially reasonable independent measurement system used by Customer.

Customer must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

Measurement System tests (frequency of at least one test per hour per agent) will be configured to perform one HTTP GET operation according to the model below:

1. A test file will be placed on Customers' origin (e.g., Azure Storage account).
2. The GET operation will retrieve the file through the CDN Service, by requesting the object from the appropriate Microsoft Azure domain name hostname.
3. The test file will meet the following criteria:
 - i. The test object will allow caching by including explicit "Cache-control: public" headers, or lack of "Cache-Control: private" header.
 - ii. The test object will be a file at least 50KB in size and no larger than 1MB.
 - iii. Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

"Uptime Percentage" is the percentage of HTTP transactions in which the CDN responds to client requests and delivers the requested content without error. Uptime Percentage of the CDN Service is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

The following Service Levels and Service Credits are applicable to Customer's use of the CDN Service

Uptime Percentage	Service Credit
< 99.9%	10%
< 99.5%	25%

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Azure Cosmos DB

SLA details enumerated for Azure Cosmos DB service include the following database APIs with distinct definitions and details for API for PostgreSQL from the remaining database APIs:

- Azure Cosmos DB for PostgreSQL
- Azure Cosmos DB for MongoDB vCore
- Azure Cosmos DB for NoSQL
- Azure Cosmos DB for MongoDB RU
- Azure Cosmos DB for Apache Cassandra
- Azure Cosmos DB for Apache Gremlin
- Azure Cosmos DB for Table

Microsoft Azure Cosmos DB for PostgreSQL

"Server" is any given Azure Cosmos DB for PostgreSQL server.

"High Availability Cluster" means a set of High Availability Nodes.

"High Availability Node" means a Node within a cluster, with high availability enabled.

"Coordinator Node" is a Node that is assigned the role of Cluster Coordinator.

"Worker Node" is a Node that is assigned the role of Worker.

"Node" or "Nodes" is an Azure Cosmos DB for PostgreSQL Coordinator or Worker node.

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Uptime Calculation and Service Levels for Microsoft Azure Cosmos DB for PostgreSQL – High Availability Node

"Maximum Available Minutes" is the total number of minutes for a given High Availability Node deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Node is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Node returned an Error Code or did not respond within the minute. A minute is also considered unavailable for a Worker Node if its Coordinator Node was unavailable within the minute.

"Uptime Percentage" for the Azure Cosmos DB for PostgreSQL High Availability Node is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credit are applicable to Customer’s use of the Microsoft Azure Cosmos DB for PostgreSQL High Availability Node.

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Microsoft Azure Cosmos DB for MongoDB vCore

"Server" is any given Azure Cosmos DB for MongoDB vCore server.

"High Availability Cluster" means a set of High Availability Nodes.

"High Availability Node" means a Node within a cluster, with high availability enabled.

Uptime Calculation and Service Levels for Microsoft Azure Cosmos DB for MongoDB vCore – High Availability Node

"Maximum Available Minutes" is the total number of minutes for a given High Availability Node deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Node is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Node returned an Error Code or did not respond within the minute.

"Uptime Percentage" for the Azure Cosmos DB for MongoDB vCore High Availability Node is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credit are applicable to Customer’s use of the Microsoft Azure Cosmos DB for MongoDB vCore High Availability Node configured to span two or more Azure regions.

Uptime Percentage	Service Credit
< 99.995%	10%
< 99%	25%

The following Service Levels and Service Credit are applicable to Customer’s use of the Microsoft Azure Cosmos DB for MongoDB vCore High Availability Node scoped to a single Azure region.

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Microsoft Azure Cosmos DB for NoSQL, Microsoft Azure Cosmos DB for MongoDB (RU), Microsoft Azure Cosmos DB for Apache Cassandra, Microsoft Azure Cosmos DB for Apache Gremlin, Microsoft Azure Cosmos DB for Table

Additional Definitions:

"Container" is a container of data items, and a unit of scale for transactions and queries.

"Consumed RUs" is the sum of the Request Units consumed by all the requests which are processed by the Azure Cosmos DB Container in a given second.

"Database Account" is the top-level resource of the Azure Cosmos DB resource model. An Azure Cosmos DB Database Account contains one or more databases.

"Failed Requests" are requests within Total Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

“**Failed Read Requests**” are requests within Total Read Requests that either return an Error Code or fail to return a Success Code within the maximum upper bounds documented in the table below.

Operation	Maximum Upper Bound on Processing Latency
Resource Operations	5 Seconds
Media Operations	60 Seconds

“**Provisioned RUs**” is the total provisioned Request Units for a given Azure Cosmos DB Container for a given second.

“**Provisioned Throughput Resources**” are Azure Cosmos DB Containers configured in provisioned throughput mode where the number of Provisioned RUs is billed.

“**Rate Limited Requests**” are requests that return a 429 status code from the Azure Cosmos DB Container, indicating that Consumed RUs have exceeded the Provisioned RUs for a partition in the Container for a given second.

“**Request Unit (RU)**” is a measure of throughput in Azure Cosmos DB.

“**Resource**” is a set of URI addressable entities associated with a Database Account.

“**Serverless Resources**” are Azure Cosmos DB Containers configured in serverless mode where the number of Consumed RUs is billed.

“**Successful Requests**” are Total Requests minus Failed Requests.

“**Total Read Requests**” is the set of all the read requests, including Rate Limited Requests and all the Failed Read Requests, issued against Resources within a one-hour interval within a given Azure subscription during an Applicable Period.

“**Total Requests**” is the set of all requests, including Rate Limited Requests and all Failed Requests, issued against Resources within a one-hour interval within a given Azure subscription during an Applicable Period.

Availability SLA

“**Read Error Rate**” is the total number of Failed Read Requests divided by Total Read Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Read Requests in a given one-hour interval is zero, the Read Error Rate for that interval is 0%.

“**Error Rate**” is the total number of Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“**Average Error Rate**” for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

“**Average Read Error Rate**” for an Applicable Period is the sum of Read Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

“**Availability Percentage single region**” for the Azure Cosmos DB Service deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in an Applicable Period.

The Availability Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit for Provisioned Throughput Resources:

Availability Percentage	Service Credit
< 99.99%	10%
< 99%	25%

“**Availability Percentage, single-region with availability zones (SR-AZ)**” for the Azure Cosmos DB Service deployed via Database Accounts scoped to a single Azure region configured with availability zones and any of the five Consistency Levels is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in an Applicable Period.

Availability Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit for Provisioned Throughput Resources:

Availability Percentage (SR-AZ)	Service Credit
< 99.995%	10%
< 99%	25%

“**Read Availability Percentage, multiple regions**” for the Azure Cosmos DB Service deployed via Database Account configured to span two or more regions is calculated by subtracting from 100% the Average Read Error Rate for a given Microsoft Azure subscription in an Applicable Period.

Read Availability Percentage is represented by the following formula:

100% - Average Read Error Rate

Service Credit for Provisioned Throughput Resources:

Read Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

“**Multiple Write Locations Availability Percentage**” for the Azure Cosmos DB Service deployed via Database Accounts configured to span multiple Azure regions with multiple writable locations is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in an Applicable Period.

Availability Percentage is represented by the following formula:

$$Uptime \% = 100\% - Average Error Rate$$

Service Credit for Provisioned Throughput Resources:

Multiple Write Locations Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

Throughput SLA

“**Throughput Failed Requests**” are Rate-Limited Requests resulting in an Error Code, before Consumed RUs have exceeded the Provisioned RUs for a partition in the Container for a given second.

“**Error Rate**” is the total number of Throughput Failed Requests divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Error Rate for that interval is 0%.

“**Average Error Rate**” for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

“**Throughput Percentage**” for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in an Applicable Period.

Throughput Percentage is represented by the following formula:

$$100\% - Average Error Rate$$

Service Credit for Provisioned Throughput Resources:

Throughput Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Consistency SLA

“**K**” is the number of versions of a given data item for which the reads lag behind the writes.

“**T**” is a given time interval.

“**Consistency Level**” is the setting for a particular read request that supports consistency guarantees. The following table captures the guarantees associated with the Consistency Levels. Note that Session, Bounded Staleness, Consistent Prefix and Eventual Consistency Levels are all referred to as “relaxed”.

Consistency Level	Consistency Guarantees
Strong	Linearizability
Session	Read Your Own Write (within write region) Monotonic Read Consistent Prefix
Bounded Staleness	Read Your Own Write (within write region) Monotonic Read (within a region) Consistent Prefix Staleness Bound < K,T
Consistent Prefix	Consistent Prefix
Eventual	Eventual

“**Consistency Violation Rate**” is Successful Requests that could not be delivered when performing the consistency guarantees specified for the chosen Consistency Level divided by Total Requests, across all Resources in a given Azure subscription, during a given one-hour interval. If the Total Requests in a given one-hour interval is zero, the Consistency Violation Rate for that interval is 0%.

“**Average Consistency Violation Rate**” for an Applicable Period is the sum of Consistency Violation Rates for each hour in the Applicable Period divided by the total number of hours in the billing month.

“**Consistency Attainment Percentage**” for the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in an Applicable Period.

Consistency Percentage: For the Azure Cosmos DB Service is calculated by subtracting from 100% the Average Consistency Violation Rate for a given Microsoft Azure subscription in an Applicable Period.

The Consistency Percentage is represented by the following formula:

$$100\% - \text{Average Consistency Violation Rate}$$

Service Credit:

Consistency Attainment Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Latency SLA

“**Application**” is a Azure Cosmos DB application deployed within a local Azure region with accelerated networking enabled and using the Azure Cosmos DB client SDK configured with TCP direct connectivity for a given Microsoft Azure subscription in an Applicable Period.

“**N**” is the number of Successful Requests for a given Application performing either a data item read or data item write operations with a payload size less than or equal to 1 KB in a given hour.

“**S**” is the latency-sorted set of Successful Request response times in ascending order for a given Application performing data item read or data item write operations with a payload size less than or equal to 1 KB in a given hour.

“**Ordinal Rank**” is the 99th percentile using the nearest rank method represented by the following formula:

$$\text{Ordinal Rank} = \frac{99}{100} \times N$$

“**P99 Latency**” is the value at the Ordinal Rank of S.

“**Excessive Latency Hours**” is the total number of one-hour intervals during which Successful Requests submitted by an Application resulted in a P99 Latency greater than or equal to 10ms for data item read or 10ms for data item write operations. If the number of Successful Requests in a given one-hour interval is zero, the Excessive Latency Hours for that interval is 0.

“**Average Excessive Latency Rate**” for an Applicable Period is the sum of Excessive Latency Hours divided by the total number of hours in the Applicable Period.

“**P99 Latency Attainment Percentage**” for a given Azure Cosmos DB Application deployed via Database Accounts scoped to a single Azure region configured with any of the five Consistency Levels or Database Accounts spanning multiple regions, configured with any of the four relaxed Consistency Levels is calculated by subtracting from 100% the Average Excessive Latency Rate for a given Microsoft Azure subscription in an Applicable Period.

P99 Latency Attainment Percentage is represented by the following formula:

$$100\% - \text{Average Excessive Latency Rate}$$

Service Credit for Provisioned Throughput Resources:

P99 Latency Attainment Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Data Catalog

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes for which a Data Catalog has been purchased during an Applicable Period.

“**Entries**” means any catalog object registration in the Data Catalog (such as a table, view, measure, cluster or report).

“**Maximum Available Minutes**” is the sum of all Deployment Minutes for the Data Catalog associated with a given Microsoft Azure subscription during an Applicable Period.

Downtime: is the total accumulated Deployment minutes, during which the Data Catalog is unavailable. A minute is considered unavailable for a given Data Catalog if all attempts by administrators to add or remove users to the Data Catalog or all attempts by users to execute API calls to the Data Catalog for registering, searching, or deleting Entries either result in an Error Code or do not return a response within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Data Explorer (Kusto)

Additional Definitions

"Cluster" means Azure Data Explorer (ADX) operated cluster.

Uptime Calculation and Service Levels for Azure Data Explorer

"Maximum Available Minutes" is the total number of minutes for a given Cluster deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Cluster is unavailable. A minute is considered unavailable for a given Cluster if all continuous attempts within the minute to establish a connection to the Cluster returned an Error Code.

"Uptime Percentage" for the Azure Data Explorer is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Data Factory

Additional Definitions:

"Resources" means integration runtimes (including Azure, SSIS and self-hosted Integration Runtimes), triggers, pipelines, data sets, and linked services created within a Data Factory.

"Activity Run" means the execution or attempted execution of an activity

Uptime Calculation for Data Factory API Calls

Additional Definitions:

"Total Requests" is the set of all requests, other than Excluded Requests, to perform operations against Resources during an Applicable Period for a given Microsoft Azure subscription.

"Excluded Requests" is the set of requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"Failed Requests" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.

"Uptime Percentage" for the API calls made to the Data Factory Services is calculated as Total Requests less Failed Requests divided by Total Requests in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}}$$

The following Service Credits are applicable to Customer's use of API calls within the Data Factory Service

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Uptime Calculation for Data Factory Activity Runs

Additional Definitions:

“**Total Activity Runs**” is the total number of Activity Runs attempted during in an Applicable Period for a given Microsoft Azure Subscription.

“**Delayed Activity Runs**” is the total number of attempted Activity Runs in which an activity fails to begin executing within four (4) minutes after the time at which it is scheduled for execution and all dependencies that are prerequisite to execution have been satisfied.

“**Uptime Percentage**” for the Data Factory Service is calculated as Total Activity Runs less Delayed Activity Runs divided by Total Activity Runs in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Activity Runs} - \text{Delayed Activity Runs}}{\text{Total Activity Runs}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s Activity Runs within the Data Factory Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Data Lake Analytics

Additional Definitions:

“**Total Operations**” is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Analytics accounts in a given Azure subscription during an Applicable Period.

“**Failed Operations**” is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion and 25 seconds for all other operations with an additional 2 seconds per MB for operations with payload.

“**Error Rate**” is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Data Lake Storage Gen1

Additional Definitions:

“**Total Operations**” is the total number of authenticated operations attempted within a one-hour interval across all Data Lake Store accounts in a given Azure subscription during an Applicable Period.

“**Failed Operations**” is the set of all operations within Total Operations that either return an Error Code or fail to return a Success Code within 5 minutes for account creation and deletion, 2 seconds per file for operations on multiple files, 2 seconds per MB for data transfer operations, and 2 seconds for all other operations.

“**Error Rate**” is the total number of Failed Operations divided by Total Operations during a given one-hour interval. If the Total Operations in a one-hour interval is zero, the Error Rate for that interval is 0%.

“**Average Error Rate**” for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

“**Uptime Percentage**” is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure subscription in an Applicable Period.

The Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

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Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Database for MariaDB

Additional Definitions

"Server" is any given Azure Database for MariaDB server.

Uptime Calculation and Service Levels for Microsoft Azure Database for MariaDB

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

"Uptime Percentage" for the Azure Database for MariaDB is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Microsoft Azure Database for MariaDB:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

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Azure Database for MySQL

Microsoft Azure Database for MySQL – Single Server**Additional Definitions:**

"Server" is any given Azure Database for MySQL server – Single Server.

Uptime Calculation and Service Levels for Microsoft Azure Database for MySQL – Single Server

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code.

"Uptime Percentage" for the Azure Database for MySQL is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Single Server:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

Microsoft Azure Database for MySQL – Flexible Server**Additional Definitions:**

"Server" is any given Azure Database for MySQL server – Flexible server.

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"High Availability" in the context of Flexible server means a set of High Availability servers (Primary and standby) deployed in zone redundancy or same-zone redundancy.

Uptime Calculation and Service Levels for Microsoft Azure Database for MySQL – Flexible Server

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server were unsuccessful.

"Uptime Percentage" for the Azure Database for MySQL – Flexible Server is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Flexible Server configured in zone-redundant High Availability mode:

Uptime Percentage	Service Credit
Less than 99.99% and greater than or equal to 99.00%	10%
Less than 99.00% and greater than or equal to 95.00%	25%
< 95%	100%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Flexible Server configured in same-zone High Availability mode:

Uptime Percentage	Service Credit
Less than 99.95% and greater than or equal to 99.00%	10%
< 99%	25%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for MySQL – Flexible Server that is not configured High Availability mode:

Uptime Percentage	Service Credit
Less than 99.9% and greater than or equal to 99.00%	10%
< 99%	25%

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Azure Database for PostgreSQL

Azure Database for PostgreSQL - Single Server

Additional Definitions:

"Server" is any given Azure Database for PostgreSQL server - Single Server.

"High Availability Cluster" means a set of High Availability Nodes.

"High Availability Node" means a Node within a server group, with high availability enabled.

"Coordinator Node" is a Node that is assigned the role of Cluster Coordinator.

"Worker Node" is a Node that is assigned the role of Worker.

Uptime Calculation and Service Levels for Microsoft Azure Database for PostgreSQL - Single Server

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server returned an Error Code or do not respond within a minute.

"Uptime Percentage" for the Azure Database for PostgreSQL is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Single Server:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

Microsoft Azure Database for PostgreSQL – Flexible Server**Additional Definitions:**

"Server" is any given Azure Database for PostgreSQL server Flexible server.

"High Availability" in the context of Flexible server means a set of High Availability servers (Primary and standby) deployed in a zone-redundant configuration or same-zone redundancy.

Uptime Calculation and Service Levels for Microsoft Azure Database for PostgreSQL– Flexible Server

"Maximum Available Minutes" is the total number of minutes for a given Server deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Server is unavailable. A minute is considered unavailable if all continuous attempts by Customer to establish a connection to the Server were unsuccessful.

"Uptime Percentage" for the Azure Database for PostgreSQL – Flexible Server is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Flexible Server configured in a zone-redundant High Availability mode:

Uptime Percentage	Service Credit
Less than 99.99% and greater than or equal to 99.00%	10%
Less than 99.00% and greater than or equal to 95.00%	25%
< 95.00%	100%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Flexible Server configured in a same-zone High Availability mode:

Uptime Percentage	Service Credit
Less than 99.95% and greater than or equal to 99.00%	10%
< 99.00%	25%

The following Service Levels and Service Credits are applicable to Customer's use of Azure Database for PostgreSQL – Flexible Server that is not configured in High Availability mode:

Uptime Percentage	Service Credit
Less than 99.9% and greater than or equal to 99.00%	10%
< 99.00%	25%

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Azure Databricks

Additional Definitions

"Azure Databricks Gateway" is a set of compute resources that proxy UI and API requests between Customer and Azure Databricks.

Uptime Calculation and Service Levels for Azure Databricks

"Maximum Available Minutes" is the total number of minutes across all Azure Databricks workspaces deployed by Customer in a given Microsoft Azure subscription in an Applicable Period.

"Downtime" is the total accumulated minutes of unavailability across all Azure Databricks workspaces deployed in a given Microsoft Azure subscription. A minute is considered unavailable for a given Azure Databricks workspace if all continual attempts within the minute to establish a connection to the Azure Databricks Gateway for the applicable workspace fail.

"Uptime Percentage" for the Azure Databricks Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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The following Service Levels and Service Credit are applicable to Customer's use of Azure Databricks

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Microsoft Azure Data Manager for Energy

Additional definitions:

“**Client**” is the end-user facing portion of the Azure Data Manager for Energy resource.

“**Total API Requests**” refers to the total number of authenticated API requests made by the client to any of the API endpoints of their Azure Data Manager for Energy resource during an Applicable Period for a given Microsoft Azure subscription.

“**Failed API Requests**” is the set of all API requests within Total API requests that result in an Error Code.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total API Requests} - \text{Failed API Requests}}{\text{Total API Requests}} \times 100$$

Service credit

Uptime Percentage	Service Credit
<99.9%	10%
<99%	25%

Service level exceptions: The Service Levels and Service Credits are applicable to your use of the Standard Tier of the Azure Data Manager for Energy. The Developer Tier of the Microsoft Azure Data Manager for Energy is not subject to this SLA.

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Azure DDoS Protection

Additional Definitions:

“**Maximum Available Minutes**” is the total number of minutes DDoS Protection Service is enabled for a given Microsoft Azure subscription during an Applicable Period.

“**Downtime**” is the total number of minutes within Maximum Available Minutes where protected Azure resources were not available. A minute is considered unavailable when DDoS Protection did not mitigate an attack which directly resulted in underlying Azure resources not meeting respective SLA.

“**Uptime Percentage**” is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits are applicable to Customer's use of Azure DDoS Protection:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.95%	25%

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Azure Defender

Additional Definitions:

“**Protected Node**” is a Microsoft Azure resource, counted as a node for billing purposes that is configured for the Azure Defender.

“**Security Monitoring**” is the assessment of a Protected Node resulting in potential findings such as security health status, recommendations, and security alerts, exposed in Azure Defender.

“**Maximum Available Minutes**” is the total number of minutes during an Applicable Period that a given Protected Node has been deployed and configured for Security Monitoring.

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“**Downtime**” is the total accumulated minutes during an Applicable Period for which Security Monitoring information of a given Protected Node is unavailable. A minute is considered unavailable for a given Protected Node if all continuous attempts to retrieve Security Monitoring information throughout the minute result in either an Error Code or do not return a Success Code within two minutes.

“**Uptime Percentage**” for Azure Defender of a given Protected Node in a given Applicable Period is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of each Protected Node:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Defender External Attack Surface Management

Additional Definitions

“**Maximum Available Minutes**” is the total number of minutes that a given Defender EASM resource has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

Additional Definitions

“**Maximum Available Minutes**” is the total number of minutes that a given Defender EASM resource has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

“**Downtime**” is the total number of minutes within Maximum Available Minutes that data in a Defender EASM resource are unavailable. A minute is considered unavailable for a given Defender EASM resource during which no HTTP operations resulted in a Success Code.

“**Query Availability Percentage**” for a given Defender EASM resource calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Query Availability Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of Defender External Attack Surface Management

Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Dev Ops

Additional Definitions:

“**Azure Pipelines**” is a feature that allows customers to build and deploy their applications in Azure DevOps Services.

“**User-Based Extensions**” means the set of Azure DevOps Services extensions published by Microsoft which are sold on a per-user basis via the Azure DevOps Marketplace.

“**Azure DevOps Services Users**” refers to the set of features and capabilities available to a user within an Azure DevOps Services account in a Customer subscription. The features and capabilities available are described on the [Azure DevOps](#) website.

Uptime Calculation and Service Levels for Azure DevOps Services Users and User-Based Extensions

“**Deployment Minutes**” is the total number of minutes for which a User or User-Based Extension has been purchased during an Applicable Period.

“**Maximum Available Minutes**” is the of all Deployment Minutes across all Users and User-Based Extensions for a given Microsoft Azure subscription during an Applicable Period.

“**Downtime**” is the total Deployment Minutes, across all Users and User-Based Extensions for a given Microsoft Azure subscription, during which the Service is unavailable. A minute is considered unavailable for a given User or User-Based Extension if all continuous HTTP requests to perform operations, other than operations pertaining to the Azure Pipelines Service, throughout the minute either result in an Error Code or do not return a response.

Uptime Percentage: for Azure DevOps Services Users and User-Based Extensions is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

In the event Azure DevOps Services are unavailable, Service Credits are applicable to Azure DevOps Services Users and User-Based Extensions. The following Service Levels and Service Credits are applicable to Customer's use of the Azure Pipelines Service.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Azure Pipelines

"**Maximum Available Minutes**" is the total number of minutes for which the paid Azure Pipelines Service has been enabled for a given Microsoft Azure subscription during an Applicable Period.

"**Downtime**" is the total accumulated minutes for a given Microsoft Azure subscription during which the Azure Pipelines Service is unavailable. A minute is considered unavailable if all continuous HTTP requests to the Azure Pipelines Service to perform operations initiated by Customer throughout the minute either result in an Error Code or do not return a response.

"**Uptime Percentage**" for the Azure Pipelines Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Pipelines Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Dev Box

Additional Definitions:

"**Dev Box**" means the specific instance of Microsoft Dev Box.

"**Minutes in the Applicable Period**" means the total number of minutes in a given Applicable Period.

"**Downtime**" is measured in minutes, the period in which all connection attempts by a specific user to a specific Dev Box were unsuccessful, excluding any of the following types of failures:

- Failures resulting from the Dev Box being in an inoperable state unrelated to the underlying Azure infrastructure (e.g. damaged or corrupt operating system, operating system configuration, or misconfiguration); and
- Failure resulting from an application or other software installed on the Dev Box.

"**Per-Dev Box Uptime Percentage**" is calculated by subtracting from 100% the percentage of Minutes in the Applicable Period in which the Dev Box had Downtime.

The Per-Dev Box Uptime Percentage is calculated using the following formula:

$$\text{Per - Dev Box Uptime \%} = \frac{(\text{Minutes in the Applicable Period} - \text{Downtime})}{\text{Minutes in the Applicable Period}} \times 100$$

Per-Dev Box Service Credit: The following Service Levels and Service Credits are applicable to Customer's use of Microsoft Dev Box.

Per-Dev Box Uptime Percentage	Per-Dev Box Service Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

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Azure Digital Twins

Additional Definitions

"**Message**" refers to any event sent by a deployed Azure Digital Twins instance to an end point service like Event Hub, Event Grid and Service Bus.

"**API Operations**" refers to read, write, update, delete and other actions performed on models and digital twins, including queries.

Uptime Calculation and Service Levels

"**Deployment Minutes**" is the total number of minutes that a given Azure Digital Twins instance has been deployed in Azure during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Azure Digital Twins instances deployed in a given Azure subscription during an Applicable Period.

"**Downtime**" is the total accumulated Deployment Minutes, across all Azure Digital Twins deployed in a given Azure subscription, during which the Azure Digital Twins instance is unavailable. A minute is considered unavailable for a given Azure Digital Twins instance if all continuous attempts to send Messages or perform API Operations on the Azure Digital Twins instance throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Digital Twins:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure DNS

Additional Definitions:

"**DNS Zone**" refers to a deployment of the Azure DNS Service containing a DNS zone and record sets.

"**Deployment Minutes**" is the total number of minutes that a given DNS Zone has been deployed in Microsoft Azure during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all DNS Zones deployed in a given Microsoft Azure subscription during an Applicable Period.

"**Valid DNS Request**" means a DNS request to an Azure DNS Service name server associated with a DNS Zone for a matching record set within the DNS Zone.

"**Downtime**" is the total accumulated Maximum Available Minutes during which the DNS Zone is unavailable. A minute is considered unavailable for a given DNS Zone if a DNS response is not received within two seconds to a valid DNS Request, provided that the valid DNS Request is made to all name servers associated with the DNS Zone and retries are continually attempted for at least 60 consecutive seconds.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
<100	10%
< 99.99%	25%
< 99.5%	100%

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Azure DNS Private Resolver

Additional Definitions:

"**Azure DNS Private Resolver endpoint**" refers to a deployment of an Azure DNS Private Resolver endpoint which provides name resolution for received DNS queries.

"**Deployment Minutes**" is the total number of minutes that a given endpoint has been deployed in Microsoft Azure during an Applicable Period.

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"Maximum Available Minutes" is the sum of all Deployment Minutes across all endpoints deployed in each Microsoft Azure subscription during an Applicable Period.

"Valid DNS Request" means a DNS request to an Azure DNS Service name server associated with a DNS Zone for a matching record set within the DNS Zone.

"Downtime" is the total accumulated Maximum Available Minutes during which the Azure DNS Private Resolver endpoint is unavailable. A minute is considered unavailable for a given endpoint if a DNS response is not received within two seconds to a valid DNS Request, provided that the valid DNS Request is made to all name servers associated with the endpoint and retries are continually attempted for at least 60 consecutive seconds.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%
< 99.5%	100%

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Event Grid

Additional Definitions:

"Maximum Available Minutes" is the total number of minutes that an Event Grid has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes across all Event Grids deployed by Customer in a given Microsoft Azure subscription during which Event Grid is unavailable. A minute is considered unavailable for a given Event Grid if all requests to publish a message either return an Error Code or do not result in a Success Code within one minute.

"Uptime Percentage": The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
<99.99%	10%
<99%	25%

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Event Hubs

Additional Definitions:

"Message" refers to any user-defined content sent or received through Service Bus Relays, Queues, Topics, or Notification Hubs, using any protocol supported by Service Bus.

Uptime Calculation and Service Levels for Event Hubs in the Basic and Standard tiers

"Deployment Minutes" is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during an Applicable Period.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers during an Applicable Period.

Downtime: The total accumulated Deployment Minutes, across all Event Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Basic and Standard Event Hubs tiers:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Uptime Calculation and Service Levels for Event Hubs in the Premium and Dedicated tiers

"**Deployment Minutes**" is the total number of minutes that a given Event Hub has been deployed in Microsoft Azure during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Premium or Dedicated Event Hubs tiers during an Applicable Period.

"**Downtime**" is the total accumulated Deployment Minutes, across all Event Hubs deployed by Customer in a given Microsoft Azure subscription under the Premium or Dedicated Event Hubs tiers, during which the Event Hub is unavailable. A minute is considered unavailable for a given Event Hub if all continuous attempts to send or receive Messages or perform other operations on the Event Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

"**Uptime Percentage**" for Event Hubs is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Premium or Dedicated tiers:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure ExpressRoute

Additional Definitions:

"**Dedicated Circuit**" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an ExpressRoute connectivity provider, where such connectivity does not traverse the public Internet.

"**Maximum Available Minutes**" is the total number of minutes that a given Dedicated Circuit is linked to one or more Virtual Networks in Microsoft Azure during an Applicable Period in a given Microsoft Azure subscription.

"**Virtual Network**" refers to a virtual private network that includes a collection of user-defined IP addresses and subnets that form a network boundary within Microsoft Azure.

"**VPN Gateway**" refers to a gateway that facilitates cross-premises connectivity between a Virtual Network and a customer on-premises network.

"**Downtime**" is the total accumulated minutes during an Applicable Period for a given Microsoft Azure subscription during which the Dedicated Circuit is unavailable. A minute is considered unavailable for a given Dedicated Circuit if all attempts by you within the minute to establish IP-level connectivity to the VPN Gateway associated with the Virtual Network fail for longer than thirty seconds.

"**Uptime Percentage**" is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit The following Service Levels and Service Credits are applicable to Customer's use of each Dedicated Circuit within the ExpressRoute Service.

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure ExpressRoute Traffic Collector

Additional Definitions:

"**Dedicated Circuit**" means a logical representation of connectivity offered through the ExpressRoute Service between your premises and Microsoft Azure through an ExpressRoute Direct connectivity, where such connectivity does not traverse the public Internet.

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“**ExpressRoute Traffic Collector**” refers to a traffic collector that facilitates collection of flow logs about the IP traffic traversing over the dedicated circuit.

“**Maximum Available Minutes**” is the total number of minutes that a given ExpressRoute Traffic Controller Circuit is linked to one or more Dedicated Circuits in Microsoft Azure during an Applicable Period in a given Microsoft Azure subscription.

“**Downtime**” is the total number of minutes within Maximum Available Minutes that data in ExpressRoute Traffic Collector are unavailable during which no collected flow records is delivered for longer than 5 minutes.

“**Availability Percentage**” is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit The following Service Levels and Service Credits are applicable to Customer’s use of Azure ExpressRoute Traffic Collector:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Files Premium Tier

Additional Definitions

“**File Share**” is a logical storage resource in Azure Files that contains a file system and is used to store data.

“**Locally Redundant Storage (LRS)**” is a setting which indicates that data is replicated synchronously only within a Primary Region.

“**Zone Redundant Storage (ZRS)**” is a setting which indicates that data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

“**Maximum Available Minutes**” is the total number of minutes a given File Share is deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

“**Service Side Issue**” is reported when a request fails with response type ServerOtherError or ServerBusyError or ServerTimeoutError.

“**Downtime**” is the total number of minutes in the Applicable Period during which all requests against the File Share have failed due to a Service Side Issue.

“**Uptime Percentage**”: Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of File Share with Premium Tier using Zone Redundant Storage (ZRS) or Locally Redundant Storage (LRS).

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Firewall

Additional Definitions:

“**Azure Firewall Service**” refers to a logical firewall instance deployed in a customer Virtual Network.

Uptime Calculation and Service Levels for the Azure Firewall Service deployed within a single Availability Zone

“**Maximum Available Minutes**” is the total accumulated minutes in an Applicable Period during which the Azure Firewall Service has been deployed in a Microsoft Azure subscription.

“**Downtime**” is the total accumulated Maximum Available Minutes in an Applicable Period for a given Azure Firewall Service during which the Azure Firewall Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Firewall Service throughout the minute are unsuccessful.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Firewall Service, when deployed within a single Availability Zone:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Uptime Calculation and Service Levels for the Azure Firewall Service deployed within two or more Availability Zones

"Maximum Available Minutes" is the total accumulated minutes in an Applicable Period during which the Azure Firewall Service has been deployed within two or more Availability Zones in the same region in a Microsoft subscription.

"Downtime" is the total accumulated Maximum Available Minutes in an Applicable Period for a given Azure Firewall Service, deployed within two or more Availability Zones, during which the Azure Firewall Service is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Firewall Service throughout the minute are unsuccessful.

"Uptime Percentage" for Azure Firewalls deployed within two or more Availability Zones is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Firewall Service, when deployed within two or more Availability Zones in the same region:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Fluid Relay

Additional Definitions

"Maximum Available Minutes" is the total accumulated minutes in an Applicable Period during which at least one Azure Fluid Relay resource has been deployed in a Microsoft Azure subscription.

"Downtime" is the total accumulated Maximum Available Minutes in an Applicable Period during which at least one Azure Fluid Relay resource has been deployed, but the service calls for the Azure Fluid Relay resource are unavailable.

"Uptime Percentage" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Fluid Relay resource:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: No SLA is provided for the Basic Tier.

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Azure Front Door and Azure Front Door (classic)

Uptime Calculation and Service Levels for Azure Front Door and Azure Front Door (classic)

Microsoft will review data from any commercially reasonable independent measurement system used by Customer.

Customer must select a set of agents from the measurement system's list of standard agents that are generally available and represent at least five geographically diverse locations in major worldwide metropolitan areas (excluding PR of China).

1. Measurement System tests (frequency of at least one test per 5 minutes per agent) will be configured to perform one HTTP GET operation according to the model below:
2. A test file will be placed on Customer's backend (e.g., Azure Storage account).
3. The GET operation will retrieve the file through Azure Front Door and Azure Front Door (classic), by requesting the object from the appropriate Microsoft Azure domain name hostname.
4. The test file will meet the following criteria:

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- The test object will be a file at least 50KB in size.
- Raw data will be trimmed to eliminate any measurements that came from an agent experiencing technical problems during the measurement period.

"**Uptime Percentage**" is the percentage of HTTP transactions in which Azure Front Door and Azure Front Door (classic) responds to client requests and delivers the requested content without error. Uptime Percentage of Azure Front Door and Azure Front Door (classic) is calculated as the number of times the object was delivered successfully divided by the total number of requests (after removing erroneous data).

The following Service Levels and Service Credits are applicable to Customer's use of Azure Front Door and Azure Front Door (classic):

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

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Azure Functions

Additional Definitions

"**Function App**" is a collection of one or more functions deployed with an associated trigger.

Uptime Calculation and Service Levels for Function App on the Consumption Plan

"**Total Triggered Executions**" is the total number of all Function App executions triggered by Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Unavailable Executions**" is the total number of executions within Total Triggered Executions which failed to run. An execution failed to run when the given Function App history log did not capture any output five (5) minutes after the trigger is successfully fired.

"**Uptime Percentage**" for Function Apps on the Consumption plan is calculated as Total Triggered Executions less Unavailable Executions divided by Total Triggered Executions multiplied by 100.

$$\frac{\text{Total Triggered Executions} - \text{Unavailable Executions}}{\text{Total Triggered Executions}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Function App on the Consumption plan.

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Uptime Calculation and Service Levels for Function Apps on the Premium Plan or the Dedicated App Service Plan

"**Deployment Minutes**" is the total number of minutes that a given Function App is available to be triggered during an Applicable Period. Deployment Minutes are measured based on the total time that the service is available to trigger a function execution and not based on the potential number of function executions that might be triggered during a given Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes for a given Function App deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Downtime**" is the total number of minutes within Maximum Available Minutes, during which the Function App is unavailable to be triggered. A minute is considered unavailable for a given Function App when there is no connectivity between plan on which the Function App is hosted (the Premium plan or the Dedicated App Service plan) and Microsoft's Internet gateway.

"**Uptime Percentage**" for Function Apps on the Premium plan or the Dedicated App Service plan is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

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HDInsight

Additional Definitions:

“**Cluster Internet Gateway**” means a set of virtual machines within an HDInsight Cluster that proxy all connectivity requests to the Cluster.

“**Deployment Minutes**” is the total number of minutes that a given HDInsight Cluster has been deployed in Microsoft Azure.

“**HDInsight Cluster**” or “**Cluster**” means a collection of virtual machines running a single instance of the HDInsight Service.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Clusters deployed by you in a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total accumulated Deployment Minutes when the HDInsight Service is unavailable. A minute is considered unavailable for a given Cluster if all continual attempts within the minute to establish a connection to the Cluster Internet Gateway fail.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Health Data Services (excluding the MedTech Service)

Additional Definitions:

“**Total Transaction Attempts**” is the total number of authenticated API requests by Customer during an Applicable Period for a given Health Data Services API (excluding MedTech service). Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“**Failed Transactions**” is the set of all requests to the Health Data Services APIs (excluding MedTech service) within Total Transaction Attempts that return an Error Code. Failed Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

Uptime Calculation

Uptime Percentage: for each API service (excluding the MedTech service) is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Azure Health Data Services (excluding the MedTech service):

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Health Bot

Additional Definitions

“**Azure Health Bot Premium Channel**” is a Bot Framework channel in the premium category including Webchat and Direct Line.

“**Health Bot Customer Application**” is the customer’s Internet facing, conversational Health Bot application which is registered with and is configured to send and receive messages from the Azure Health Bot Service.

“**Health Bot Client**” is the end user facing portion of a Health Bot Customer Application.

“**Azure Health Bot**” is a platform for building, connecting, testing, and deploying powerful and intelligent virtual assistants.

“**Azure Health Bot Channels API Endpoint**” is a REST API endpoint that the Health Bot Client uses for HTTP communication over Health Bot Channels.

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"**Total API Requests**" is the total number of HTTP requests made by the Health Bot Customer Application or the Health Bot Client to the Azure Health Bot Channels API Endpoint in during an Applicable Period.

"**Failed API Requests**" are the total number of requests within Total API Requests that return an Error Code or do not respond within 2 minutes.

"**Uptime Percentage**" is calculated as Total API Requests less Failed API Requests divided by Total API Requests multiplied by 100.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total API Requests} - \text{Failed API Requests}}{\text{Total API Requests}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Microsoft Health Bot Channels.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Information Protection

Downtime: Any period of time when end users cannot create or consume IRM documents and email.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Azure IoT Central

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given IoT Central application has been deployed in given Microsoft Azure Subscription during an Applicable Period.

"**Device Identity Operations**" refers to create, read, update, and delete operations performed on the devices of an IoT Central application.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all IoT Central applications deployed in a given Microsoft Azure subscription during an Applicable Period.

"**Message**" refers to any content sent by a deployed IoT Central application to a device registered to the IoT Central application or received by the IoT Central application from a registered device.

Downtime: The total accumulated Maximum Available Minutes during which IoT Central is unavailable. A minute is considered unavailable for a given IoT Central application if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT Central application throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure IoT Hub

Uptime Calculation and Service Levels for IoT Hub

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given IoT hub has been deployed in Microsoft Azure during an Applicable Period.

"**Device Identity Operations**" refers to create, read, update, and delete operations performed on the device identity registry of an IoT hub.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all IoT hubs deployed in a given Microsoft Azure subscription during an Applicable Period.

"**Message**" refers to any content sent by a deployed IoT hub to a device registered to the IoT hub or received by the IoT hub from a registered device, using any protocol supported by the Service.

Downtime: The total accumulated Deployment Minutes, across all IoT hubs deployed in a given Microsoft Azure subscription, during which the IoT hub is unavailable. A minute is considered unavailable for a given IoT hub if all continuous attempts to send or receive Messages or perform Device Identity Operations on the IoT hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of IoT Hub:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for IoT Hub Device Provisioning Service

Additional Definitions:

"**Maximum Available Minutes**" is the total number of minutes for a given Device Provisioning Service deployed by the Customer in a Microsoft Azure subscription during an Applicable Period.

"**Downtime**" is the total number of minutes within the Maximum Available Minutes during which Device Provisioning Service is unavailable. A minute is considered unavailable for a given Device Provisioning Service if all continuous attempts to register a device or perform enrollment/registration record operations on the Device Provisioning Service throughout the minute either return an Error Code or do not result in a Success Code within two minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of IoT Hub Device Provisioning Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Key Vault

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given key vault has been deployed in Microsoft Azure during a billing month.

"**Excluded Transactions**" are transactions for creating, updating, or deleting key vaults, keys, or secrets.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Key Vaults deployed by you in a given Microsoft Azure subscription during a billing month.

Downtime: is the total accumulated Deployment Minutes, across all key vaults deployed by Customer in a given Microsoft Azure subscription, during which the key vault is unavailable. A minute is considered unavailable for a given key vault if all continuous attempts to perform transactions, other than Excluded Transactions, on the key vault throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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Service Credit:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Azure Key Vault Managed HSM

Uptime Calculation and Service Levels for Managed HSM

"**Deployment Minutes**" is the total number of minutes that a given managed HSM has been deployed in Microsoft Azure during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all managed HSMs deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Excluded Transactions**" are transactions for creating, updating, or deleting managed HSMs, keys, role assignments, role definitions, and downloading/uploading security domain.

"**Downtime**" is the total accumulated Deployment Minutes, across all managed HSMs deployed by Customer in a given Microsoft Azure subscription, during which the managed HSM is unavailable. A minute is considered unavailable for a given managed HSM if all continuous attempts to perform transactions, other than Excluded Transactions, on the managed HSM throughout the minute either return an Error Code or do not result in a Success Code within 5 seconds from Microsoft's receipt of the request.

"**Uptime Percentage**" for the Managed HSM Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Managed HSM Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Kubernetes Service (AKS)

Additional Definitions

"**Azure Kubernetes Service (AKS) Cluster**" A Kubernetes cluster is divided into two components:

- Control plane nodes provide the core Kubernetes services and orchestration of application workloads.
- Nodes run application workloads.

"**Kubernetes API Server**" When you create an Azure Kubernetes Service (AKS) Cluster, a control plane is automatically created and configured. The control plane includes the API Server that exposes the underlying Kubernetes API.

"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

Uptime Calculation and Service Levels for AKS Clusters that use Availability Zones

"**Maximum Available Minutes**" is the total accumulated minutes of an Availability Zone enabled AKS Cluster to the time Customer has initiated an action to stop or delete the AKS Cluster during an Applicable Period.

"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes with no connectivity to Kubernetes API Server from provisioned Availability Zone enabled AKS Cluster in the region.

"**Uptime Percentage**" for Availability Zone enabled AKS Clusters is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of AKS Clusters that have Availability Zones enabled in the region:

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Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Uptime Calculation and Service Levels for AKS Clusters that don't use Availability Zones

"**Maximum Available Minutes**" is the total accumulated minutes of a provisioned AKS Cluster to the time Customer has initiated an action to stop or delete the cluster during an Applicable Period.

"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes where a provisioned AKS Cluster has no connectivity to Kubernetes API Server.

"**Uptime Percentage**" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of AKS Clusters that don't have Availability Zones enabled:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

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Azure Lab Services

Additional Definitions:

"**Lab Virtual Machine(s)**" is defined as any virtual machine provisioned inside a lab in Azure Lab Services.

"**Lab Virtual Machine Connectivity**" is bi-directional network traffic between the Lab Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Lab Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses within the same virtual network as the Lab Virtual Machine or public, routable IP addresses.

Uptime Calculation and Service Levels for Azure Lab Services

"**Minutes in the Applicable Period**" is the total number of minutes in a given Applicable Period.

"**Downtime**" is the total accumulated minutes that are part of Minutes in the Applicable Period that have no Lab Virtual Machine Connectivity.

"**Uptime Percentage**" is calculated by the percentage of Minutes in the Applicable Period for a given Microsoft Azure subscription, in which any Lab Virtual Machine had Downtime.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Minutes in the Applicable Period} - \text{Downtime}}{\text{Minutes in the Applicable Period}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Lab Virtual Machines:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Load Balancer

Additional Definitions:

"**Load Balanced Endpoint**" is an IP address and associated IP transport port definition.

"**Healthy Virtual Machine**" is a Virtual Machine which returns a Success Code for the health probe sent by the Azure Standard Load Balancer. The Virtual Machine must have Network Security Group rules permitting communication with the load balanced port.

"**Connectivity**" is bi-directional network traffic over supported IP transport protocols that can be sent and received from any IP address configured to allow traffic.

Uptime Calculation and Service Levels for Azure Load Balancer

"**Maximum Available Minutes**" is the total number of minutes that a given Azure Standard Load Balancer (serving two or more Healthy Virtual Machines) has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

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"Downtime" is the total number of minutes within Maximum Available Minutes during which the given Azure Standard Load Balancer is unavailable. A minute is considered unavailable if all Healthy Virtual Machines have no Connectivity through the Load Balanced Endpoint. Downtime does not include minutes resulting from SNAT port exhaustions.

"Uptime Percentage" for Azure Standard Load Balancer is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Load Balancer:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Service Level Exceptions: No SLA is provided for Basic Load Balancer.

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Azure Load Testing

Additional Definitions

"Deployment Minutes" is the total number of minutes that a given Azure Load Testing Service Resource has been deployed in Microsoft Azure during an Applicable Period.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Azure Load Testing Service Resources deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"Downtime" is the sum of all Deployment Minutes, across all Azure Load Testing Service Resources deployed by Customer in a given Microsoft Azure subscription, during an Applicable Period during which the Load Test Resource is unavailable. A minute is considered unavailable for a given Service if all continuous HTTP requests to perform operations throughout the minute either result in an Error Code or do not return a response in 5 minutes.

"Uptime Percentage" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Load Testing:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Log Analytics (Query Availability SLA)

Additional Definitions:

"Maximum Available Minutes" is the total number of minutes that a given Log Analytics Workspace has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes that data in a Log Analytics Workspace are unavailable. A minute is considered unavailable for a given Log Analytics Workspace during which no HTTP operations resulted in a Success Code.

"Query Availability Percentage" for a given Log Analytics Workspace calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Query Availability Percentage: The Query Availability Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Logic Apps

Additional Definitions:

"Deployment Minutes" is the total number of minutes that a given Logic App has been set to running in Microsoft Azure during an Applicable Period. Deployment Minutes is measured from when the Logic App was created or Customer initiated an action that would result in running the Logic App to the time Customer initiated an action that would result in stopping or deleting the Logic App.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Logic Apps deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"Downtime" The total accumulated Deployment Minutes, across all Logic Apps deployed by Customer in a given Microsoft Azure subscription, during which the Logic App is unavailable. A minute is considered unavailable for a given Logic App when there is no connectivity between the Logic App and Microsoft's Internet gateway.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Machine Learning

Uptime Calculation and Service Levels for Machine Learning Real Time Scoring

"Total Transaction Attempts" is the total number of API requests by Customer during an Applicable Period for a given Microsoft Azure subscription.

"Failed Transactions" is the set of all requests within Total Transaction Attempts that either return an Error Code or an HTTP 4xx status code or fail to return a Success Code within 600 seconds.

"Uptime Percentage" is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Realtime Scoring.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Machine Learning compute management

"Total Transaction Attempts" is the total number of API requests by Customer during an Applicable Period for a given Microsoft Azure subscription.

"Failed Transactions" is the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or fail to return a Success Code within 30 seconds.

"Uptime Percentage" is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Management Plane Operations.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Machine Learning Studio (classic)

Uptime Calculation and Service Levels for Machine Learning Studio Request Response Service (RRS)

Additional Definitions:

"Failed Transactions" is the set of all requests within Total Transaction Attempts that return an Error Code.

"Total Transaction Attempts" is the total number of authenticated REST RRS API requests by Customer during an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Studio RRS API Service:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Uptime Calculation and Service Levels for Machine Learning Studio Batch Execution Service (BES) and Management API Service

Additional Definitions:

"Failed Transactions" is the set of all requests within Total Transaction Attempts that return an Error Code.

"Total Transaction Attempts" is the total number of authenticated REST BES and Management API requests by Customer during an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Machine Learning Studio BES and Management API Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Managed Grafana

Additional Definitions:

"Workspace" is a deployment of one or more Grafana servers.

Monthly Uptime Calculation and Service Levels for Azure Managed Grafana

"Deployment Minutes" is the total number of minutes that a given Workspace has been running in Microsoft Azure during a billing month.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Workspaces deployed by Customer in a given Microsoft Azure subscription during a billing month.

"Downtime" is the sum of all Deployment Minutes, across all Workspaces deployed by Customer in a given Microsoft Azure subscription, during a billing month during which the Workspace is unavailable. A minute is considered unavailable for a given Workspace if all continuous HTTP requests to perform operations throughout the minute either result in an Error Code or do not return a response.

"Monthly Uptime Percentage" for the Azure Managed Grafana is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes. Monthly Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Azure Managed Grafana:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Managed Instance for Apache Cassandra

Additional Definitions:

"**Availability Zone**" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

"**Cassandra Data Center**" refers to three or more Nodes deployed in a region using Azure Managed Instance for Apache Cassandra with a common configuration and Cassandra Data Center name.

"**Node**" refers to a single virtual machine deployed in a region using Azure Managed Instance for Apache Cassandra.

"**Compliant Networking Configuration**" means the full set of required configurations of the Microsoft Azure Virtual Network hosting the Cassandra Data Center, including Microsoft Azure Network Security Group inbound security rules and mandatory Microsoft Azure User Defined Routes of Microsoft Azure Virtual Network Subnet hosting the Cassandra Data Center, allowing uninterrupted flow of the management traffic and allowing data traffic to the dedicated gateway placed in the Microsoft Azure Virtual Network Subnet hosting the Cassandra Data Center.

Uptime Calculation and Service Levels for Azure Managed Instance for Cassandra Data Centers

"**Maximum Available Minutes**" is the total accumulated minutes during a billing month for all Cassandra Data Centers that have three or more Nodes deployed. Maximum Available Minutes is measured from when at least three Nodes in the same Cassandra Data Center have all been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Cassandra Data Center.

"**Downtime**" is the total accumulated minutes that are part of Maximum Available Minutes that continuously have no connectivity to a quorum of Nodes in the Cassandra Data Center in a region.

"**Uptime Percentage**" for Cassandra Data Centers is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of a Cassandra Data Center with Compliant Network Configuration:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

For a Casandra Data Center deployed with Availability Zone support enabled in an Azure region that supports Availability Zones, the following Service Levels and Service Credits are applicable to Customer's use of a Cassandra Data Center with Compliant Network Configuration:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

For a Cassandra Cluster deployed with data centers in multiple regions and Availability Zone support enabled in an Azure region that supports Availability Zones, the following Service Levels and Service Credits are applicable to Customer's use of a Cassandra Data Center with Compliant Network Configuration:

Multiple Write Locations Availability Percentage	Service Credit
< 99.999%	10%
< 99%	25%

For a Casandra Data Center deployed with Single Region and Availability Zone is NOT enabled

Availability Percentage	Service Credit
< 99.995%	10%
< 99%	25%

For a Casandra Data Center deployed in a Single Region with Availability Zone enabled

Availability Percentage (SR-AZ)	Service Credit
< 99.995%	10%
< 99%	25%

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Azure Maps

Additional Definitions:

“**Total Transaction Attempts**” is the total number of authenticated API requests made by Customer for a given Azure Map API during an Applicable Period in a given Microsoft Azure subscription. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 60 seconds after receipt by the Service.

“**Uptime Percentage**” for a given Azure Map API is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts multiplied by 100.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of Azure Maps API:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Media Services

Additional Definitions:

“**Allocated Egress Bandwidth**” is the amount of bandwidth configured by Customer in the Management Portal for a Media Service. Allocated Egress Bandwidth may be labeled “Streaming Units” or a similar name in the Management Portal.

“**Channel**” means an end point within a Media Service that is configured to receive media data.

“**Encoding**” means the processing of media files per subscription as configured in the Media Services Tasks.

“**Indexer Task**” means a Media Services Task that is configured to extract the speech content from an MP3 input file with a minimum five-minute duration.

“**Media Reserved Unit**” means reserved units purchased by the customer in an Azure Media Services account.

“**Media Service**” means an Azure Media Services account, created in the Management Portal, associated with Customer’s Microsoft Azure subscription. Each Microsoft Azure subscription may have more than one associated Media Service.

“**Media Service Request**” means a request issued to Customer’s Media Service.

“**Media Services Task**” means an individual operation of media processing work as configured by Customer. Media processing operations involve encoding and converting media files.

“**Streaming Unit**” means a unit of reserved egress capacity purchased by Customer for a Media Service.

“**Valid Key Requests**” are all requests made to the Content Protection Service for existing content keys in a Customer’s Media Service.

“**Valid Media Services Requests**” are all qualifying Media Service Requests for existing media content in a customer’s Azure Storage account associated with its Media Service when at least one Streaming Unit has been purchased and allocated to that Media Service. Valid Media Services Requests do not include Media Service Requests for which total throughput exceeds 80% of the Allocated Bandwidth.

Uptime Calculation and Service Levels for Encoding Service

“**Total Transaction Attempts**” is the total number of authenticated REST API requests with respect to a Media Service made by Customer during an Applicable Period for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that do not return a Success Code within 30 seconds from Microsoft’s receipt of the request.

“**Uptime Percentage**” for the Azure Media Services Encoding Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Media Services Encoding Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Uptime Calculation and Service Levels for Media Indexer

Additional Definitions:

“**Total Transaction Attempts**” is the total number of Indexer Tasks attempted to be executed using an available Media Reserved Unit by Customer during an Applicable Period for a subscription.

“**Failed Transactions**” is the set of Indexer Tasks within Total Transaction Attempts that either, a) do not complete within a time period that is 3 times the duration of the input file, or b) do not start processing within 5 minutes of the time that a Media Reserved Unit becomes available for use by the Indexer Task.

“**Uptime Percentage**” for the Media Indexer is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Media Indexer:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Streaming Service

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given Streaming Unit has been purchased and allocated to a Media Service during an Applicable Period.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Streaming Units purchased and allocated to a Media Service during an Applicable Period.

Downtime: The total accumulated Deployment Minutes when the Streaming Service is unavailable. A minute is considered unavailable for a given Streaming Unit if all continuous Valid Media Service Requests made to the Streaming Unit throughout the minute result in an Error Code.

“**Uptime Percentage**” for the Azure Media Services Streaming Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Media Services On-Demand Streaming Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Video Indexer service

Additional Definitions:

“**Total Transaction Attempts**” is the total number of authenticated Video Indexer API requests made by Customer during an Applicable Period for a subscription. Total Transaction Attempts do not include Video Indexer API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received, or Upload POST requests that send the file as byte array content.

“**Failed Transactions**” is the set of all requests within Total Transaction Attempts that return an Error Code, or do not send a response within 360 seconds from the completion of client sending the request.

“**Uptime Percentage**” for Video Indexer Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Video Indexer Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Live Channels

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Channel has been purchased and allocated to a Media Service and is in a running state during an Applicable Period.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Channels purchased and allocated to a Media Service during an Applicable Period.

Downtime: The total accumulated Deployment Minutes when the Live Channels Service is unavailable. A minute is considered unavailable for a given Channel if the Channel has no External Connectivity during the minute.

“Uptime Percentage” for the Live Channels Service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Media Services Live Channels Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Content Protection Service**Additional Definitions**

“Total Transaction Attempts” are all Valid Key Requests made by you during an Applicable Period for a given Azure subscription.

“Failed Transactions” are all Valid Key Requests included in Total Transaction Attempts that result in an Error Code or otherwise do not return a Success Code within 30 seconds after receipt by the Content Protection Service.

“Uptime Percentage” for Azure Media Services is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of the Azure Media Services Content Protection Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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MedTech service

A MedTech service is considered available within a one-minute window if it has successfully read from the configured data source or is available to read from a data source once properly configured.

Uptime Calculation

“Uptime Percentage” for the MedTech service is calculated as Total Minutes Available less Minutes Unavailable divided by Total Minutes the MedTech service was active. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Minutes Available} - \text{Failed Minutes}}{\text{Total Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to the MedTech service:

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Cost Management

Uptime Calculation for Azure Cost Management availability

"**Total Requests**" is the total number of requests to the ACM service for your Cross Cloud spend in a given Applicable Period.

"**Failed Requests**" is the set of all requests to Azure Cost Management service within Total Requests that return an error code or fail to be served by the service.

"**Uptime Percentage**" is calculated as Total Requests less Failed Requests divided by Total Requests in an Applicable Period. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Cost Management:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Additional Terms: SLA will not apply when failure to collect spend data is due to issues with AWS endpoints, services outside of Azure Cost Management, or Customer changes to their Azure configuration.

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Microsoft Fabric

Additional Definitions

Capacity: Capacity is a dedicated set of resources that is available at a given time to be used. Capacity defines the ability of a resource to perform an activity or to produce output. Different items consume different capacity at a certain time. Fabric offers capacity through the Fabric SKU and Trials. For more information, see [What is capacity \(https://learn.microsoft.com/fabric/enterprise/licenses#capacity\)?](https://learn.microsoft.com/fabric/enterprise/licenses#capacity)

Maximum Available Minutes: The sum of all minutes that a given, individual Capacity has been instantiated during an Applicable Period for a given tenant.

Downtime Minutes*: The total accumulated minutes in an Applicable Period for a given Capacity, after its creation, or before it is deprovisioned when the Capacity is unable to be utilized in all applicable Fabric features listed below:

Power BI – redirect to the Power BI section

View: View Power BI Dashboards, Reports, and Apps in the service.

Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

Data Factory

Dataflow Gen2 Refresh: Schedule or manually trigger refresh operation and expect those operations to complete.

Open Pipeline: Open Pipelines in the service.

Data Engineering

Open Lakehouse: Open and view a Lakehouse in the service.

Open Notebook: Open and view a Notebook in the service.

Open Spark Job Definition: Open and view a Spark Job Definition in the service.

Data Science

Open ML model: Open and view ML models in the service.

Open Experiment: Open and view Experiments in the service.

Data Warehouse

Open Database: Open and view a Data Warehouse database in the service.

Real-Time Analytics

Open Eventstream: Open and view Eventstreams in the service.

Open KQL Database: Open and view a KQL database in the service.

OneLake

OneLake read transactions: Any read operations to OneLake DFS APIs.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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*Downtime Minutes does not include any period of time where the inability to use Fabric features within a given Capacity was due to Microsoft Fabric throttling policy.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Genomics

Additional Definitions:

"Maximum Available Minutes" is the total accumulated minutes for all Microsoft Genomics accounts created by Customer and active during an Applicable Period for a given Microsoft Azure Subscription.

"Downtime" is the total number of minutes within Maximum Available Minutes during which Microsoft Genomics is unavailable. A minute is considered unavailable if all continuous attempts to send authenticated Genomics service REST API requests throughout the minute either return an Error Code or do not respond with an acknowledgement within the minute.

"Uptime Percentage" for Microsoft Genomics is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Sentinel

Additional Definitions:

"Maximum Available Minutes" is the total number of minutes that a given Microsoft Sentinel has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes that data in Microsoft Sentinel are unavailable. A minute is considered unavailable for a given Azure Sentinel during which no HTTP operations resulted in a Success Code.

"Query Availability Percentage" for a given Microsoft Sentinel calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Query Availability Percentage: The Query Availability Percentage is calculated using the following formula:

Service Credit:

Query Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Mobile Services

Additional Definitions:

"Failed Transactions" include any API calls included in Total Transaction Attempts that result in either an Error Code or do not return a Success Code.

"Total Transaction Attempts" are the total accumulated API calls made to the Azure Mobile Services during an Applicable Period for a given Microsoft Azure subscription for which the Azure Mobile Services are running.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

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Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Standard and Premium Mobile Services tiers.

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Azure Monitor

Uptime Calculation and Service Levels for the Azure Monitor Alerts

Additional Definitions:

"**Alert Rule**" is a collection of signal criteria used to generate alerts using monitoring event data already available to Alert Service for analysis.

"**Maximum Available Minutes**" is the total number of minutes which Alert Rule(s) are deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Downtime**" is the total number of minutes within Maximum Available Minutes during which the Alert Rule is unavailable. A minute is considered unavailable for a given Alert Rule if all continuous attempts to analyze telemetry signals for resources defined within the Alert Rule throughout the minute either return an Error Code or do not result in a Success Code within five minutes from scheduled Alert Rule start time.

"**Uptime Percentage**" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Azure Monitor Alerts

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for the Azure Monitor Notification Delivery

Additional Definitions:

"**Action Group**" is a collection of actions which defines preferred notification delivery methods.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes which Action Groups are deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Downtime**": is the total number of minutes within Maximum Available Minutes during which the Action Group is unavailable. A minute is considered unavailable for a given Action Group if all continuous attempts to send alerts or perform registration management operations with respect to the Action Group throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

"**Uptime Percentage**": is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Also refer to Log Analytics and Application Insights.

Monthly Uptime Calculation and Service Levels for the Azure Monitor managed service for Prometheus

Additional Definitions:

"**Maximum Available Minutes**" is the total number of minutes that a given Azure Monitor workspace has been deployed by Customer in a given Microsoft Azure subscription during a billing month.

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Downtime: is the total number of minutes within Maximum Available Minutes that data in a given Azure Monitor workspace are unavailable. A minute is considered unavailable for a given Azure Monitor workspace if all continuous attempts to retrieve Prometheus metric data throughout the minute result in either an Error Code or do not return any HTTP code within 60 seconds.

Monthly Query Availability Percentage: for a given Azure Monitor workspace is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes multiplied by 100.

Monthly Query Availability Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Levels and Service Credits:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure NetApp Files

Additional Definitions

"Volume" is a logical storage resource in Azure NetApp Files that contains a file system and is used to store data.

"Volume Connectivity" is bi-directional network traffic between the Volume and other IP addresses using TCP or UDP network protocols in which the Volume is configured for allowed traffic.

"Maximum Available Minutes" is the total number of minutes which a Volume is deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no Volume Connectivity in the Azure region.

"Uptime Percentage" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Network Watcher

Additional Definitions:

"Network Diagnostic Tools" is a collection of network diagnostic and topology tools.

"Maximum Diagnostic Checks" is the total number of diagnostic actions performed by the Network Diagnostic Tool as configured by Customer in an Applicable Period for a given Microsoft Azure subscription.

"Failed Diagnostic Checks" is the total number of diagnostic actions within Maximum Diagnostic Checks that returns an Error Code or does not return a response within the Maximum Processing Time documented in the table below.

Diagnostic Tool	Maximum Processing Time
IPFlow Verify NextHop Packet Capture Security Group View Topology Connection Monitor Connection Monitor (classic)	2 minutes
VPN Troubleshoot	10 minutes

"Uptime Percentage" is calculated by using the following formula:

$$\frac{\text{Maximum Diagnostic Checks} - \text{Failed Diagnostic Checks}}{\text{Maximum Diagnostic Checks}} \times 100$$

Service Levels:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Notification Hubs

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Notification Hub has been deployed in Microsoft Azure during an Applicable Period.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers during an Applicable Period.

Downtime: The total accumulated Deployment Minutes, across all Notification Hubs deployed by you in a given Microsoft Azure subscription under the Basic or Standard Notification Hubs tiers, during which the Notification Hub is unavailable. A minute is considered unavailable for a given Notification Hub if all continuous attempts to send notifications or perform registration management operations with respect to the Notification Hub throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: The Service Levels and Service Credits are applicable to your use of the Basic and Standard Notification Hubs tiers.

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On Demand Capacity Reservations for Azure Virtual Machines

Additional Definitions

“Availability Zone” is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

“Capacity” is a property of an On Demand Capacity Reservation that specifies the quantity of Virtual Machine instances reserved

“On Demand Capacity Reservation” is an object created in an Azure subscription to express a quantity of reserved capacity for a specific Virtual Machine instance type in a specific location.

“Virtual Machine” refers to persistent instance types that can be deployed individually, or as part of a Virtual Machine Scale Set, in a multi-tenant environment in Azure.

“Virtual Machines Allocated” is a property of an On Demand Capacity Reservation; this refers to the list of Virtual Machines allocated to the On Demand Capacity Reservation.

“Supported Deployment” is a Virtual Machine deployment that matches the location, including Availability Zone if defined, uses the exact Virtual Machine size of an existing On Demand Capacity Reservation, and complies with the [usage documentation](#) of the feature.

“Reserved Unit” is exactly one instance of an On Demand Capacity Reservation. For example, if an On Demand Capacity Reservation specifies a Capacity of 10 Virtual Machines, then there are 10 Reserved Units.

“Unused Capacity Reservation” is an On Demand Capacity Reservation with the count of Virtual Machines Allocated less than the Capacity.

“Not Available for Deployment” is defined as any Supported Deployment configured to consume an existing Unused Capacity Reservation that meets two conditions:

- i. Receives an error that specifies lack of Virtual Machine capacity. A Virtual Machine deployment failure for other error types or due to lack of capacity for disks or any other Azure resource does not meet this requirement; and
- ii. On Demand Capacity Reservation continues to meet the definition of Unused Capacity Reservation (e.g., other Virtual Machine(s) did not already consume the Unused Capacity Reservation).

Uptime Calculation and Service Levels for On Demand Capacity Reservation

“Minutes not Available” is defined as minutes an Unused Capacity Reservation is Not Available for Deployment. From the time a Not Available for Deployment condition occurs, Minutes not Available will accumulate until (a) a subsequent Supported Deployment succeeds, (b) another Not

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Available for Deployment condition results from another Supported Deployment attempt, or (c) 15 minutes has elapsed. If 15 minutes elapses with no Supported Deployment attempted, then Minutes not Available will resume accumulation upon a subsequent Not Available for Deployment condition.

The Minutes not Available will accumulate for each Reserved Unit that cannot be used. If one Reserved Unit becomes used while another remains unused, then Minutes not Available will continue to accumulate only for the unused Reserved Unit.

See [example calculation](#) in the feature documentation.

"Downtime" is the total accumulated Minutes not Available that are part of minutes in a given month calculated per Reserved Unit.

"Uptime Percentage" for each Reserved Unit is calculated by the percentage of Minutes in the Applicable Period in which a Reserved Unit had Downtime.

$$\frac{\text{Minutes in an Applicable Period} - \text{Downtime}}{\text{Minutes in an Applicable Period}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each Reserved Unit in an On Demand Capacity Reservation. The Service Credits are issued based on the cost of each Reserved Unit, not the overall cost of the On Demand Capacity Reservation.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

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Azure OpenAI Service

Additional Definitions:

"Azure OpenAI Resource" refers to an Azure resource of type Azure OpenAI created in an Azure region in a Microsoft Azure subscription.

"Deployment" is a model endpoint deployed in an Azure OpenAI Resource.

"Request" is an API call to a Deployment.

"Maximum Available Minutes" is the total number of minutes that a given Deployment is deployed by a customer in an Azure OpenAI resource during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which a Deployment is unavailable. A minute is considered unavailable if >0.01% of Requests made to the deployment in that minute returns an Error Code. If no Requests are made in a given minute, then that minute is assumed to be 100% available.

"Uptime Percentage" is represented by the following formula

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Operator Insights

Additional Definitions:

Excluded Transactions are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions.

Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, file shares, tables, or queues; clearing of queues; and copying blobs or files between storage accounts.

Ingestion API is the ADLS blob API, directly to the input storage account.

Total Storage Transactions is the total number of authenticated REST API requests against the ingestion API and does not include Excluded Transactions.

Failed Storage Transactions is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

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Transaction Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
PutFile and GetFile	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request

These figures represent maximum processing times. Actual and average times are expected to be much lower.

Failed Storage Transactions do not include:

- Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
- Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.

Error Rate is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

Average Error Rate for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

The following Service Levels and Service Credits are applicable to Customer’s use of each Azure Operator Insights:

Uptime Percentage: Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Operator Service Manager

Additional Definitions:

"Applicable Service Fees" means the total fees actually paid by you for a Service that are applied to the Applicable Period in which a Service Credit is owed.

"Service Level" means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

"Maximum Available Minutes" is the total accumulated minutes during an Applicable Period in which at least one Azure Operator Service Manager Site Network Service resource has been deployed in a Microsoft Azure Subscription.

"Downtime" A minute is considered downtime if all continuous attempts to create, update or view resources of the service throughout the minute either return an Error Code or do not result in a Success Code within two minutes.

"Uptime Percentage" for Azure Operator Service Manager is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period. Uptime Percentage is calculated per region and is represented by the following formula:

$$\text{Monthly Uptime \%} = (\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions:

Performance or availability issues that result from

- Your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.
- Your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.

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Azure Orbital Ground Station

Additional Definitions

"Azure Orbital Ground Station Service" is a fully managed ground station service delivering low latency connectivity from customer satellites in orbit to the Microsoft Azure cloud. For purposes of this SLA, the service comprises connectivity only to Microsoft owned and operated ground stations and not ground stations owned or operated by third-party ground station providers that customers configure to work with the Azure Orbital Ground Station Service.

"Scheduled Contact" is the time when a connection between a Microsoft owned and operated Azure Orbital Ground Station and customer's satellite has been requested by customer (via either Azure Portal or API), and confirmed as scheduled by Microsoft (i.e., the status of the requested contact shows "Scheduled" in the Azure Portal or API interface).

"Downtime" is the time during a Scheduled Contact when customer is unable to pass data end-to-end either to, or from the customer's satellites to customer's virtual network endpoint on Azure, in either case due to a failure specifically attributable to the Azure Orbital Ground Station Service, or to the cancellation of a previously confirmed Scheduled Contact (as indicated by the ContactsStatus field changing from "scheduled" to either "failed" or "providerCancelled").

Downtime does not include any time during a Scheduled Contact when customer is unable to pass data end-to-end due to (i) any circumstances falling under the below Service Level Exceptions; or (ii) any circumstances that prevent the Azure Orbital Ground Station Service from confirming a requested contact as a Scheduled Contact. For purposes of the Azure Orbital Ground Station Service, Downtime does not include Scheduled Downtime attributable to maintenance or repairs to the Azure Orbital Ground Station Service sites.

Service Level Exceptions:

- Performance or availability issues that result from
 - Restrictions or limitations placed on customer's spacecraft license to operate by a regulatory body or government agency.
 - Use of services, hardware, or software not provided by Microsoft, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
 - Failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of Azure Orbital Ground Station Service in a manner inconsistent with its features and functionality (for example, attempts to perform operations that are not expressly supported) or inconsistent with our published documentation or guidance.

Successful Contact Percentage Calculation and Service Levels

"Successful Contact Percentage" is calculated as total Scheduled Contact minutes less total Downtime minutes divided by total Scheduled Contact minutes. It is represented by the following formula:

$$\frac{\text{Total Scheduled Contact Minutes} - \text{Downtime Minutes}}{\text{Total Scheduled Contact Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Azure Orbital Ground Station Service for the Applicable Service Fees:

Successful Contact Percentage	Service Credit
< 99.9%	10%
< 98%	25%
< 95%	100%

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Azure Private 5G Core

Additional Definitions:

"Applicable Service Fees" means the total fees actually paid by you for a Service that are applied to the Applicable Period in which a Service Credit is owed.

"Control Plane Operations" means any 3GPP signaling messages.

"Downtime" is defined for each Service in the Services Specific Terms below.

"Online service" means the web interface, provided by Microsoft, through which customers may manage the Service.

"Service Level" means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services.

"Maximum Available Minutes" is the total accumulated minutes during an Applicable Period during which a given Azure Private 5G Core has been deployed in a Microsoft Azure subscription. For the Edge Service, minutes where unavailability is due to the following conditions are not counted:

- When the physical platform or operating system is unavailable.
- During a planned software upgrade window.
- When the system is running above its rated load as defined by the product documentation.

- When unavailability is due to a problem in the network outside of the physical platform on which the Edge service runs.
- When configuration of Azure Private 5G Core or the underlying operating system makes the system unable to successfully process requests.

"Uptime Percentage" for a given Azure Private 5G Core is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for the Azure Private 5G Core. Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

The service has two components – the edge service and the online service, with the following descriptions for what constitutes a downtime for each of these components.

Edge service: A minute is considered as downtime if any of the following are true:

- The service does not response to or does not process all Control Plane Operations for the duration of the minute.
- Less than 99.9% of packets on fully established PDU sessions are forwarded.

Online service: A minute is considered downtime if all continuous attempts to create, update or view resources of the service throughout the minute either return an Error Code or do not result in a Success Code within two minutes.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions:

- GO is not covered by this SLA.
- Performance or availability issues that result from
 - The use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services.
 - Your failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or your use of the Service in a manner inconsistent with the features and functionality of the Service (for example, attempts to perform operations that are not supported) or inconsistent with our published guidance.
 - Your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behavior.
- Monthly maintenance window that incurs a downtime to patch your server and infrastructure is excluded from the uptime calculation.

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Azure Private Link

Additional Definitions

"Azure Private Link Service" is the reference to your own service that is enabled for Azure Private Link and deployed within your own virtual network.

"Azure Private Endpoint" is a network interface connecting your Azure Private Link enabled service to a private IP address in your virtual network.

Uptime Calculation

"Maximum Available Minutes" is the total accumulated minutes in an Applicable Period during which the Azure Private Link Service or Azure Private Endpoint have been deployed in a Microsoft Azure subscription.

"Downtime" is the total accumulated Maximum Available Minutes in an Applicable Period for a given Azure Private Link Service or Azure Private Endpoint during which the Azure Private Link Service or Azure Private Endpoint is unavailable. A given minute is considered unavailable if all attempts to connect through Azure Private Endpoint throughout the minute are unsuccessful.

"Uptime Percentage" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

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Microsoft Purview

Additional Definitions:

"**Total Requests**" is the set of all authenticated API requests, other than Excluded Requests, to perform Microsoft Purview operations during an Applicable Period for a given Microsoft Azure subscription.

"**Excluded Requests**" is the set of requests that result in an HTTP 4xx status code.

"**Failed Requests**" is the set of all requests within Total Requests that return an Error Code.

"**Uptime Percentage**" for the API calls made to the Microsoft Purview service is calculated as Total Requests less Failed Requests divided by Total Requests in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

The following Service Credits are applicable to Customer's use of API calls within the Microsoft Purview* service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

*The above Service Credits are only available to portions of Microsoft Purview that are offered on a subscription basis (formerly known as Azure Purview).

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Azure Red Hat OpenShift

Additional Definitions

"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period during which a given Azure Red Hat OpenShift cluster has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during an Applicable Period in which a given Azure Red Hat OpenShift cluster API endpoint is unavailable. A given minute is considered unavailable if all attempts to connect to the cluster API endpoint throughout the minute are unsuccessful.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Remote Rendering

Additional Definitions

"**Conversion**" refers to a process that transforms 3D models into the format required during a Rendering Session.

"**Rendering Session**" refers to an interaction with the Remote Rendering Service.

Uptime Calculation and Service Levels for Conversion REST API Transactions

"**Total Transaction Attempts**" is the total number of authenticated REST API requests for the Conversion functionality in the Azure Remote Rendering Service made by Customer during an Applicable Period for a subscription. Total Transaction Attempts does not include REST API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that returns an Error Code within 30 seconds from Microsoft's receipt of the request.

"**Uptime Percentage**" for the Azure Remote Rendering Service is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

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$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Conversion functionality of the Azure Remote Rendering Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Rendering Sessions

"**Deployment Minutes**" is the total number of minutes in a Rendering Session, measured from when a Rendering Session has been allocated due to an action initiated by Customer to the time the Customer has initiated an action that would result in stopping the session during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all Rendering Session during an Applicable Period.

"**Downtime**" is the total accumulated Deployment Minutes when the Remote Rendering Service is unavailable. A minute is considered unavailable for a given Rendering Session if the Rendering Session has no External Connectivity during the minute.

"**Uptime Percentage**" for the Rendering Session is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Rendering Sessions in Azure Remote Rendering Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Route Server

Uptime Calculation

"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period during which a given Azure Route Server has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Route Server is unavailable. A minute is considered unavailable if all attempts to connect to the Azure Route Server within the minute are unsuccessful.

"**Uptime Percentage**" for a given Azure Route Server is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each Azure Route Server:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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SAP HANA on Azure Large Instances

Additional Definitions:

"**Announced Single Instance Maintenance**" means periods of Downtime related to network, hardware, or Service maintenance or upgrades impacting Single Instances. We will publish notice or notify you at least five (5) days prior to the commencement of such Downtime.

"**High Availability Pair**" refers to two or more identical SAP HANA on Azure large instances deployed in the same region and configured by the customer for system replication at the application layer. Customer must declare the members of a High Availability Pair to Microsoft during the architecture design process.

"**SAP HANA on Azure Connectivity**" is bi-directional network traffic between the SAP HANA on Azure large instance and other IP addresses using TCP or UDP network protocols in which the instance is configured for allowed traffic. The IP addresses must be IP addresses on the Virtual Network of the associated Azure subscription.

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“**Single Instance**” is defined as any single Microsoft SAP HANA on Azure Large Instance machine that is not deployed in an High Availability Pair.

Uptime Calculation and Service Levels for SAP HANA on Azure High Availability Pair

“**Maximum Available Minutes**” is the total accumulated minutes during an Applicable Period for all SAP HANA on Azure instances deployed in the same High Availability Pair. Maximum Available Minutes is measured from when two or more instances in the same High Availability Pair have both been started resultant from an action initiated by Customer to the time Customer has initiated an action that would result in stopping the instances.

“**Downtime**” is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity.

Uptime Percentage: The Uptime Percentage for SAP HANA on Azure High Availability Pair is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit for SAP HANA on Azure High Availability Pair:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

Uptime Calculation and Service Levels for SAP HANA on Azure Single Instance

“**Maximum Available Minutes**” is the total accumulated minutes for all SAP HANA on Azure Single Instances deployed by Customer during an Applicable Period for a given Microsoft Azure subscription.

“**Downtime**” is the total accumulated minutes that are part of Maximum Available Minutes that have no SAP HANA on Azure Connectivity. Downtime excludes Announced Single Instance Maintenance.

Uptime Percentage: The Uptime Percentage for SAP HANA on Azure Single Instance is calculated using the following formula

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of SAP HANA on Azure Single Instances:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%
<95%	100%

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Scheduler

Additional Definitions:

“**Maximum Available Minutes**” is the total number of minutes in an Applicable Period.

“**Planned Execution Time**” is a time at which a Scheduled Job is scheduled to begin executing.

“**Scheduled Job**” means an action specified by you to execute within Microsoft Azure according to a specified schedule.

Downtime: The total accumulated minutes in an Applicable Period during which one or more of your Scheduled Jobs is in a state of delayed execution. A given Scheduled Job is in a state of delayed execution if it has not begun executing after a Planned Execution Time, provided that such delayed execution time shall not be considered Downtime if the Scheduled Job begins executing within thirty (30) minutes after a Planned Execution Time.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Service-Bus

Additional Definitions:

“**Message**” refers to any user-defined content sent or received through Service Bus Relays, Queues, or Topics, using any protocol supported by Service Bus.

“**Partitioned namespaces**” enable messaging entities to be divided across multiple message brokers to increase overall throughput.

“**Availability Zone**” is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

Uptime Calculation and Service Levels for Queues and Topics in all tiers deployed without partitioned namespaces

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during an Applicable Period.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total accumulated Deployment Minutes, across all Queues and Topics deployed by you in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: for Queues and Topics is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of Queues and Topics in all tiers deployed without partitioned namespaces:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Queues and Topics in the Premium tier deployed with partitioned namespaces in regions with Availability Zone support

Additional Definitions:

“**Deployment Minutes**” is the total number of minutes that a given Queue or Topic has been deployed in Microsoft Azure during an Applicable Period.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Queues and Topics deployed by you in a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total accumulated Deployment Minutes, across all Queues and Topics deployed by you in a given Microsoft Azure subscription, during which the Queue or Topic is unavailable. A minute is considered unavailable for a given Queue or Topic if all continuous attempts to send or receive Messages or perform other operations on the Queue or Topic throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: for Queues and Topics is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer’s use of Queues and Topics in the Premium tier deployed with partitioned namespaces in regions with Availability Zone support:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Uptime Calculation and Service Levels for Relays

“**Deployment Minutes**” is the total number of minutes that a given Relay has been deployed in Microsoft Azure during an Applicable Period.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Relays deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

Downtime: Is the total accumulated Deployment Minutes, across all Relays deployed by Customer in a given Microsoft Azure subscription, during which the Relay is unavailable. A minute is considered unavailable for a given Relay if all continuous attempts to establish a connection to the Relay throughout the minute either return an Error Code or do not result in a Success Code within five minutes.

Uptime Percentage: The Uptime Percentage for Relays is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Relays:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure SignalR Service

Additional Definitions:

"Downtime" is the total accumulated Maximum Available Minutes during an Applicable Period for the SignalR Service during which the SignalR Service is unavailable. A given minute is considered unavailable if all attempts to send SignalR Transactions throughout the minute either return an Error Code or do not result in a Success Code within one minute.

"Maximum Available Minutes" is the total number of minutes that the SignalR Service has been deployed by the Customer in a given Microsoft Azure subscription during an Applicable Period.

"SignalR Service Endpoint" is the host name from which the SignalR Service is accessed by servers or clients to perform SignalR Transactions.

"SignalR Transactions" is the set of transaction requests sent from client to server or from server to client through a SignalR Service Endpoint.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes}-\text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the SignalR Service Standard tiers.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Site Recovery

Additional Definitions:

"Failover" is the process of transferring control, either simulated or actual, of a Protected Instance from a primary site to a secondary site.

"On-Premises-to-Azure Failover" is the Failover of a Protected Instance from a non-Azure primary site to an Azure secondary site.

"Azure-to-Azure Failover" is the Failover of a Protected Instance from an Azure primary site to an Azure secondary site.

"On-Premises-to-On-Premises Failover" is the Failover of a Protected Instance from a non-Azure primary site to a non-Azure secondary site.

"Protected Instance" refers to a virtual or physical machine configured for replication by the Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Uptime Calculation and Service Levels for On-Premises-to-On-Premises Failover

"Failover Minutes" is the total number of minutes in an Applicable Period during which a Failover of a Protected Instance configured for On-Premises-to-On-Premises replication has been attempted but not completed.

"Maximum Available Minutes" is the total number of minutes that a given Protected Instance has been configured for On-Premises-to-On-Premises replication by the Azure Site Recovery Service during an Applicable Period.

"Protected Instance" refers to a virtual or physical machine configured for replication by the Azure Site Recovery Service from a primary site to a secondary site. Protected Instances are enumerated in the Protected Items tab in the Recovery Services section of the Management Portal.

Downtime: Is the total accumulated Failover Minutes in which the Failover of a Protected Instance is unsuccessful due to unavailability of the Azure Site Recovery Service, provided that retries are continually attempted no less frequently than once every thirty minutes.

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Uptime Percentage: for On-Premises-to-On-Premises Failover of a specific Protected Instance in a given Applicable Period is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Instance within the Site Recovery Service for On-Premises-to-On-Premises Failover:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Recovery Time Objective and Service Levels for On-Premises-to-Azure Failover

"**Recovery Time Objective (RTO)**" means the period of time beginning when Customer initiates a Failover of a Protected Instance experiencing either a planned or unplanned outage for On-Premises-to-Azure replication to the time when the Protected Instance is running as a virtual machine in Microsoft Azure, excluding any time associated with manual action or the execution of Customer scripts.

"**Recovery Time Objective**": For a specific Protected Instance configured for On-Premises-to-Azure replication in a given Applicable Period is two hours.

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Instance within the Site Recovery Service for On-Premises-to-Azure Failover.:

Recovery Time Objective	Service Credit
> 2 hours	100%

Recovery Time Objective and Service Levels for Azure-to-Azure Failover

"**Recovery Time Objective (RTO)**" means the period of time beginning when Customer initiates a Failover of a Protected Instance for Azure-to-Azure replication to the time when the Protected Instance is running as a virtual machine in secondary Azure region, excluding any time associated with manual action or the execution of Customer scripts.

"**Recovery Time Objective**" for a specific Protected Instance configured for Azure-to-Azure replication in a given Applicable Period is 2 hours.

The following Service Levels and Service Credits are applicable to Customer's use of each Protected Instance within the Site Recovery Service for Azure-to-Azure Failover:

Recovery Time Objective	Service Credit
>2 hours	100%

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Spatial Anchors

Additional Definitions

"**Total Transaction Attempts**" is the total number of authenticated API requests with respect to Azure Spatial Anchors made by Customer during an Applicable Period for a given Azure Spatial Anchors API. Total Transaction Attempts do not include API requests that return an Error Code that are continuously repeated within a five-minute window after the first Error Code is received.

"**Failed Transactions**" is the set of all requests to the Azure Spatial Anchors API within Total Transaction Attempts that return an Error Code.

Uptime Calculation

"**Uptime Percentage**" for Azure Spatial Anchors is calculated as Total Transaction Attempts less Failed Transactions divided by Total Transaction Attempts in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}} \times 100$$

The following Service Levels and Service Credits are applicable to Azure Spatial Anchors APIs:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Spring Apps

Additional Definitions

"App" is a Spring Boot App deployed by Customer within Azure Spring Apps. Excluding Apps in the Basic Tier.

"Spring Apps Service Runtime" is a collection of Spring Apps components (e.g. Spring Apps Config Server, Spring Apps Registry) hosted by Microsoft.

Uptime Calculation and Service Levels for Azure Spring Apps

"Deployment Minutes" is the total number of minutes that a given App has been set to running in Microsoft Azure during an Applicable Period. Deployment Minutes is measured from when the App was created or Customer initiated an action that would result in running the App to the time Customer initiated an action that would result in stopping or deleting the App.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"Downtime" is the sum of all Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during an Applicable Period during which the App is unavailable. A minute is considered unavailable for a given App if all continuous attempts to connect between the App and Microsoft's Internet gateway or the Azure Spring Apps Service Runtime throughout the minute result in either an Error Code or do not return a Success Code within five minutes.

"Uptime Percentage" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Standard Tier:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

The following Service Levels and Service Credits are applicable to Enterprise Tier:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure SQL Database

Additional Definitions:

"Availability Zone" is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

"Database" means any Microsoft Azure SQL Database created in any of the Service tiers and deployed either as a single database or in an Elastic Pool.

"Zone Redundant Deployment" is a Database that is deployed across multiple Availability Zones.

"Primary" means any Database that has active geo-replication relationship with a Database in other Azure regions. Primary can process read and write requests from the application.

"Secondary" means any Database that maintains asynchronous geo-replication relationship with a Primary in another Azure region and can be used as a failover target. Secondary can process read-only requests from applications.

"Compliant Secondary" means any Secondary that is created with the same configuration and in the same service tier as the Primary. If the Secondary is created in an elastic pool, it is considered Compliant if both Primary and Secondary are created in elastic pools with matching configurations and with density not exceeding 250 databases for a compliant configuration.

Uptime Calculation and Service Levels for Azure SQL Database Service

"Deployment Minutes" is the total number of minutes that a given Database has been operational in Microsoft Azure during an Applicable Period.

"Maximum Available Minutes" is the sum of all Deployment Minutes for a given Microsoft Azure subscription during an Applicable Period.

Downtime: is the total accumulated Deployment Minutes across all Databases in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by Customer to establish a connection to the Database within the minute fail.

Uptime Percentage: for a given Database is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription.

The Uptime Percentage is calculated using the following formula:

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$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the General Purpose, Business Critical, Premium or Hyperscale tiers of the SQL Database Service configured for Zone Redundant Deployments:

Uptime Percentage	Service Credit
< 99.995%	10%
< 99%	25%
< 95%	100%

The following Service Levels and Service Credits are applicable to Customer's use of the Hyperscale, Business Critical, Premium or General Purpose, of the SQL Database Service not configured for Zone Redundant Deployments:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

The following Service Levels and Service Credits are applicable to Customer's use of the Basic or Standard tiers of the SQL Database Service:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

Recovery Point Objective (RPO)

"Geo-Replication Link" is a programmatic object representing a connection between a specific Primary and the Secondary.

"Geo-Replication Lag" is a time span from the point of transaction commit on the Primary and the acknowledgement by the Secondary that the transaction log update has been persisted.

"Replication Lag Check" is a programmatic method of obtaining the Geo-Replication Lag value for a specific Geo-Replication Link.

"Recovery Point Objective (RPO)" means a Geo-Replication Lag not to exceed 5 seconds.

"N" is the number of Replication Lag Check for a given Geo-Replication Link in a given hour.

"S" is the lag-sorted set of Replication Lag Check results in ascending order for a given Geo-Replication Link in a given hour.

"Ordinal Rank" is the 99th percentile using the nearest rank method represented by the following formula:

$$\frac{99}{100} \times N$$

"P99 Replication Lag" is the value at the Ordinal Rank of S.

"Deployment Hours" is the total number of hours that a given Compliant Secondary has been operational for a given Microsoft Azure subscription during an Applicable Period.

"Excessive Lag Hours" is the total number of one-hour intervals during which Replication Lag Check resulted in a P99 Replication Lag greater than or equal to RPO for a given Microsoft Azure subscription during an Applicable Period. If the number of Replication Lag Checks in a given one-hour interval is zero, the Excessive Lag Hours for that interval is 0.

"RPO Attainment Percentage" for a given Database deployment in an Applicable Period is calculated using the following formula:

$$100\% - \frac{\text{Excessive Lag Hours}}{\text{Deployment Hours}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the active geo-replication feature with Business Critical tier of Azure SQL Database service with a Compliant Secondary:

Operation	RPO	RPO Attainment Percentage	Service Credit
Geo-Replication	5 seconds	< 100%	10% of total Applicable Period cost of Compliant Secondary

Recovery Time Objective (RTO)

"Unplanned Failover" is an action initiated by Customer when the Primary is offline to enable a Compliant Secondary as Primary.

"Recovery Time" is the time elapsed from the Unplanned Failover until the Secondary is acting as the Primary.

"Recovery Time Objective (RTO)" means a maximum allowed Recovery Time not to exceed 30 seconds.

"Non-compliant Unplanned Failover" is an Unplanned Failover that failed to complete within the RTO.

"RTO Attainment Percentage" for a given Database deployment, in an Applicable Period for a given subscription is represented by the following formula:

$$\frac{\text{Total Number of Unplanned Failovers} - \text{Total Number of Non-Compliant Unplanned Failovers}}{\text{Total Number of Unplanned Failovers}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the active geo-replication feature with Business Critical service tier of SQL Database service with a Compliant Secondary:

Operation	RTO	RTO Attainment Percentage	Service Credit
Unplanned Failover of Single Database	30 seconds	< 100%	100% of total Applicable Period cost of Compliant Secondary

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Azure SQL Managed Instance

Additional Definitions

"Instance" means any Microsoft Azure SQL Managed Instance created in any of the Service tiers and deployed as a single instance.

"Compliant Networking Configuration" means full set of required configurations of the Microsoft Azure Virtual Network hosting Instance, including Microsoft Azure Network Security Group inbound security rules and mandatory Microsoft Azure User Defined Routes of Microsoft Azure Virtual Network Subnet hosting Instance, allowing uninterrupted flow of the management traffic and allowing data traffic to the dedicated gateway placed in the Microsoft Azure Virtual Network Subnet hosting Instance.

Uptime Calculation and Service Levels for Azure SQL Managed Instance Service

"Deployment Minutes" is the total number of minutes that a given Instance has been operational in Microsoft Azure during an Applicable Period.

"Maximum Available Minutes" is the sum of all Deployment Minutes for a given Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total accumulated Deployment Minutes across all Instances in a given Microsoft Azure subscription during which the Instance is unavailable. A minute is considered unavailable for a given Instance if all continuous attempts by Customer to establish a connection to the Instance within the minute fail.

"Uptime Percentage" for a given Instance is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Business Critical tier of the SQL Managed Instance Service with Compliant Network Configuration:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

The following Service Levels and Service Credits are applicable to Customer's use of the General Purpose tier of the SQL Managed Instance Service with Compliant Networking Configuration:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

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SQL Server Stretch Database

Additional Definitions:

"Database" means one instance of SQL Server Stretch Database.

"Maximum Available Minutes" is the total number of minutes that a given Database has been deployed in a given Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total accumulated minutes across all Databases deployed by Customer in a given Microsoft Azure subscription during which the Database is unavailable. A minute is considered unavailable for a given Database if all continuous attempts by Customer to establish a connection to the Database within the minute fail.

"Uptime Percentage": The Uptime Percentage is calculated using the following formula:

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$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Static Web Apps

Additional Definitions

"Deployment Minutes" is the total number of minutes that a given App has been set to running in Microsoft Azure during an Applicable Period. Deployment Minutes is measured from when the App was created or Customer initiated an action that would result in running the App to the time Customer initiated an action that would result in stopping or deleting the App.

"Maximum Available Minutes" is the sum of all Deployment Minutes across all Apps deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

"App" is a web app deployed by Customer within the Static web apps.

Downtime: The total accumulated Deployment Minutes, across all Apps deployed by Customer in a given Microsoft Azure subscription, during which the App is unavailable. A minute is considered unavailable for a given App when there is no connectivity between the App and Microsoft's Internet gateway.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

Additional Terms: Service Credits are applicable only to fees attributable to your use of static web apps and not to fees attributable to other types of apps available.

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Storage Accounts

Additional Definitions:

"Average Error Rate" for an Applicable Period is the sum of Error Rates for each hour in the Applicable Period divided by the total number of hours in the Applicable Period.

"Blob Storage Account" is a storage account specialized for storing data as blobs and provides the ability to specify an access tier indicating how frequently the data in that account is accessed.

"Block Blob Storage Account" is a storage account specialized for storing data as block or append blobs on solid-state drives.

"Cool Access Tier" is an attribute of a blob or account indicating it is infrequently accessed and has a lower availability service level than blobs in Hot Access Tier.

"Hot Access Tier" is an attribute of a blob or account indicating it is frequently accessed.

"Excluded Transactions" are storage transactions that do not count toward either Total Storage Transactions or Failed Storage Transactions. Excluded Transactions include pre-authentication failures; authentication failures; attempted transactions for storage accounts over their prescribed quotas; creation or deletion of containers, file shares, tables, or queues; clearing of queues; and copying blobs or files between storage accounts.

"Error Rate" is the total number of Failed Storage Transactions divided by the Total Storage Transactions during a set time interval (currently set at one hour). If the Total Storage Transactions in a given one-hour interval is zero, the error rate for that interval is 0%.

"Failed Storage Transactions" is the set of all storage transactions within Total Storage Transactions that are not completed within the Maximum Processing Time associated with their respective transaction type, as specified in the table below. Maximum Processing Time includes only the time spent processing a transaction request within the Storage Service and does not include any time spent transferring the request to or from the Storage Service.

Transaction Types	Maximum Processing Time
PutBlob and GetBlob (includes blocks and pages) Get Valid Page Blob Ranges	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
PutFile and GetFile	Two (2) seconds multiplied by the number of MBs transferred in the course of processing the request
Copy Blob	Ninety (90) seconds (where the source and destination blobs are within the same storage account)
Copy File	Ninety (90) seconds (where the source and destination files are within the same storage account)
PutBlockList GetBlockList	Sixty (60) seconds
Table Query List Operations Find Operations	Ten (10) seconds (to complete processing or return a continuation)
Batch Table Operations	Thirty (30) seconds
All Single Entity Table Operations All other Blob, File, and Message Operations	Two (2) seconds

These figures represent maximum processing times. Actual and average times are expected to be much lower.

Failed Storage Transactions do not include:

- Transaction requests that are throttled by the Storage Service due to a failure to obey appropriate back-off principles.
- Transaction requests having timeouts set lower than the respective Maximum Processing Times specified above.
- Read transactions requests to RA-GRS Accounts for which you did not attempt to execute the request against Secondary Region associated with the storage account if the request to the Primary Region was not successful.
- Read transaction requests to RA-GRS Accounts that fail due to Geo-Replication Lag.

“Geo Replication Lag” for GRS and RA-GRS Accounts is the time it takes for data stored in the Primary Region of the storage account to replicate to the Secondary Region of the storage account. Because GRS and RA-GRS Accounts are replicated asynchronously to the Secondary Region, data written to the Primary Region of the storage account will not be immediately available in the Secondary Region. You can query the Geo Replication Lag for a storage account, but Microsoft does not provide any guarantees as to the length of any Geo Replication Lag under this SLA.

“Geographically Redundant Storage (GRS) Account” is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You cannot directly read data from or write data to the Secondary Region associated with GRS Accounts.

“Locally Redundant Storage (LRS) Account” is a storage account for which data is replicated synchronously only within a Primary Region.

“Primary Region” is a geographical region in which data within a storage account is located, as selected by you when creating the storage account. You may execute write requests only against data stored within the Primary Region associated with storage accounts.

“Read Access Geographically Redundant Storage (RA-GRS) Account” is a storage account for which data is replicated synchronously within a Primary Region and then replicated asynchronously to a Secondary Region. You can directly read data from, but cannot write data to, the Secondary Region associated with RA-GRS Accounts.

“Secondary Region” is a geographical region in which data within a GRS or RA-GRS Account is replicated and stored, as assigned by Microsoft Azure based on the Primary Region associated with the storage account. You cannot specify the Secondary Region associated with storage accounts.

“Total Storage Transactions” is the set of all storage transactions, other than Excluded Transactions, attempted within a one-hour interval across all storage accounts in the Storage Service in a given subscription.

“Zone Redundant Storage (ZRS) Account” is a storage account for which data is replicated across multiple facilities. These facilities may be within the same geographical region or across two geographical regions.

Uptime Percentage: Uptime Percentage is calculated using the following formula:

$$100\% - \text{Average Error Rate}$$

Service Credit – hot blobs in LRS, ZRS, GRS and RA-GRS (write requests) Accounts and blobs in LRS Block Blob Storage Accounts:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Credit – hot blobs in RA-GRS (read requests) Accounts:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Service Credit – LRS, ZRS, GRS and RA-GRS (write requests) Blob Storage Accounts (Cool, Cold and Archive Access Tier):

Uptime Percentage	Service Credit
< 99%	10%
< 98%	25%

Service Credit – RA-GRS (read requests) Blob Storage Accounts (Cool, Cold and Archive Access Tier):

Uptime Percentage	Service Credit
< 99.9%	10%
< 98%	25%

Service Exceptions: Cool, Cold and Archive SLA are applicable only to storage account types that support Cool, Cold and Archive tier.

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StorSimple

Additional Definitions:

“**Backup**” is the process of backing up data stored on a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“**Cloud Tiering**” is the process of transferring data from a registered StorSimple device to one or more associated cloud storage accounts within Microsoft Azure.

“**Failure**” means the inability to fully complete a properly configured Backup, Tiering, or Restoring operation due to unavailability of the StorSimple Service.

“**Managed Item**” refers to a volume that has been configured to Backup to the cloud storage accounts using the StorSimple Service.

“**Restoring**” is the process of copying data to a registered StorSimple device from its associated cloud storage account(s).

Uptime Calculation and Service Levels for StorSimple Service

“**Deployment Minutes**” is the total number of minutes during which a Managed Item has been configured by Customer for Backup or Cloud Tiering to a StorSimple storage account in Microsoft Azure.

“**Maximum Available Minutes**” is the sum of all Deployment Minutes across all Managed Items for a given Microsoft Azure subscription during an Applicable Period.

Downtime: The total number of minutes within Maximum Available Minutes during which the StorSimple Service is unavailable for the Managed Item. The StorSimple Service is considered unavailable for a given Managed Item from the first Failure of a Backup, Cloud Tiering, or Restoring operation with respect to the Managed Item until the initiation of a successful Backup, Cloud Tiering, or Restoring operation of the Managed Item, provided that retries are continually attempted no less frequently than once every thirty minutes.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the StorSimple Service:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for StorSimple Data Manager

“**Total Requests**” is the set of all requests, other than Excluded Requests, to perform operations against StorSimple Data Manager service during an Applicable Period for a given Microsoft Azure subscription.

“**Excluded Requests**” is the set of requests that result in an HTTP 4xx status code.

“**Failed Requests**” is the set of all requests within Total Requests that either return an Error Code or fail to return a Success Code within 60 seconds.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Stream Analytics

Uptime Calculation for Stream Analytics API Calls

Additional Definitions:

"**Total Transaction Attempts**" is the total number of authenticated REST API requests to manage a streaming job within the Stream Analytics Service by Customer during an Applicable Period for a given Microsoft Azure subscription.

"**Failed Transactions**" is the set of all requests within Total Transaction Attempts that return an Error Code or otherwise do not return a Success Code within five minutes from Microsoft's receipt of the request.

"**Uptime Percentage**" for API calls within the Stream Analytics Service is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{\text{Total Transaction Attempts} - \text{Failed Transactions}}{\text{Total Transaction Attempts}}$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation for Stream Analytics Jobs

Additional Definitions:

"**Deployment Minutes**" is the total number of minutes that a given job has been deployed within the Stream Analytics Service during an Applicable Period.

"**Maximum Available Minutes**" is the sum of all Deployment Minutes across all jobs deployed by Customer in a given Microsoft Azure subscription during an Applicable Period.

Downtime is the total accumulated Deployment Minutes, across all jobs deployed by Customer in a given Microsoft Azure subscription, during which the job is unavailable. A minute is considered unavailable for a deployed job if the job is neither processing data nor available to process data throughout the minute.

"**Uptime Percentage**" for jobs within the Stream Analytics Service is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Synapse Analytics

Additional Definitions:

Synapse SQL

"**Database**" means any Synapse SQL database.

"**Maximum Available Minutes**" means the total number of minutes that a given Database has been deployed in Microsoft Azure during an Applicable Period in a given Microsoft Azure subscription.

"**Client Operations**" means the set of all documented operations supported by Azure Synapse Analytics.

"**Downtime**" means the total accumulated minutes during an Applicable Period for a given Microsoft Azure subscription during which a given Database is unavailable. A minute is considered unavailable for a given Database if more than 1% of all Client Operations completed during the minute return an Error Code.

"**Uptime Percentage**" for a given Database means a calculation of Maximum Available Minutes less Downtime, divided by Maximum Available Minutes in an Applicable Period in a given Azure subscription.

"**Uptime Percentage**" is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

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Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Data Integration in Azure Synapse

"**Data Integration Resources**" means integration runtimes (including Azure and self-hosted Integration Runtimes), triggers, pipelines, data sets, and linked services created within an Azure Synapse workspace.

"**Activity Run**" means the execution or attempted execution of an activity.

Uptime Calculation for Data Integration API Calls

"**Total Requests**" means the set of all requests, other than Excluded Requests, to perform operations against Data Integration Resources during an Applicable Period for a given Microsoft Azure subscription.

"**Excluded Requests**" means the set of requests that result in an HTTP 4xx status code, other than an HTTP 408 status code.

"**Failed Requests**" means the set of all requests within Total Requests that either return an Error Code or an HTTP 408 status code or otherwise fail to return a Success Code within two minutes.

"**Uptime Percentage**" for the API calls made to the Data Integration Resources is calculated as Total Requests less Failed Requests divided by Total Requests in an Applicable Period for a given Microsoft Azure subscription.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Total Requests} - \text{Failed Requests}}{\text{Total Requests}} \times 100$$

The following Service Credits are applicable to Customer's use of Data Integration API calls within the Synapse workspace:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Apache Spark in Azure Synapse Calculation for Spark Sessions

"**Spark Session**" is the launching of a new session to execute a job, interactive or batch mode. Excluding session failures due to user error such as session config or exhausted resources.

The following Service Credits are applicable to Customer's use of Spark within the Synapse workspace:

Uptime Percentage	Service Credit
< 99%	10%
< 95%	25%

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Azure Time Series Insights

Additional Definitions

"**Environment**" is a Time Series Insights environment.

Uptime Calculation and Service Levels for Time Series Insights data plane API

"**Time Series Insights data plane API**" is an event analytics query API for Time Series Insights.

"**Request**" is any documented request supported by the Time Series Insights data plane APIs.

"**Failed Request**" is a Request that returns an Error Code.

"**Error Rate**" is the total number of Failed Requests divided by the total number of Requests, during a given one-minute interval, for all Environments within a given Microsoft Azure Subscription. If the user has not made any Requests within this minute, the Error Rate for that interval is 0%.

"**Average Error Rate**" for an Applicable Period is the sum of Error Rates for each minute in Applicable Period divided by the total number of minutes in the Applicable Period.

"**Availability Percentage**" for the Time Series Insights data plane API is calculated by subtracting from 100% the Average Error Rate for a given Microsoft Azure Subscription in an Applicable Period. Availability Percentage is represented by the following formula:

$$100\% - \text{Average Error Rate}$$

The following Service Levels and Service Credits are applicable to Customer's use of the Time Series Insights data plane API:

Availability Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Traffic Manager Service

Additional Definitions:

“Deployment Minutes” is the total number of minutes that a given Traffic Manager Profile has been deployed in Microsoft Azure during an Applicable Period.

“Maximum Available Minutes” is the sum of all Deployment Minutes across all Traffic Manager Profiles deployed by you in a given Microsoft Azure subscription during an Applicable Period.

“Traffic Manager Profile” or **“Profile”** refers to a deployment of the Traffic Manager Service created by you containing a domain name, endpoints, and other configuration settings, as represented in the Management Portal.

“Valid DNS Response” means a DNS response, received from at least one of the Traffic Manager Service name server clusters, to a DNS request for the domain name specified for a given Traffic Manager Profile.

Downtime: The total accumulated Deployment Minutes, across all Profiles deployed by you in a given Microsoft Azure subscription, during which the Profile is unavailable. A minute is considered unavailable for a given Profile if all continual DNS queries for the DNS name specified in the Profile that are made throughout the minute do not result in a Valid DNS Response within two seconds.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%

Virtual Machines

Additional Definitions:

“Availability Set” refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.

“Availability Zone” is a fault-isolated area within an Azure region, providing redundant power, cooling, and networking.

“Azure Dedicated Host” provides physical servers that host one or more Azure virtual machines with the (default) setting of autoReplaceOnFailure required for any SLA.

“Data Disk” is a persistent virtual hard disk, attached to a Virtual Machine, used to store application data.

“Dedicated Host Group” is a collection of Azure Dedicated Hosts deployed within an Azure region across different Fault Domains to avoid a single point of failure.

“Fault Domain” is a collection of servers that share common resources such as power and network connectivity.

“Operating System Disk” is a persistent virtual hard disk, attached to a Virtual Machine, used to store the Virtual Machine’s operating system.

“Single Instance” is defined as any single Microsoft Azure Virtual Machine that either is not deployed in an Availability Set or has only one instance deployed in an Availability Set.

“Virtual Machine” refers to persistent instance types that can be deployed individually or as part of an Availability Set or using a Dedicated Host Group. A virtual machine can be deployed in a multi-tenant environment in Azure or in an isolated, single-tenant environment using Azure Dedicated Hosts.

“Virtual Machine Connectivity” is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same Cloud Service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.

Uptime Calculation and Service Levels for Virtual Machines in Availability Zones

“Maximum Available Minutes” is the total accumulated minutes during an Applicable Period that have two or more instances deployed across two or more Availability Zones in the same region. Maximum Available Minutes is measured from when at least two Virtual Machines across two Availability Zones in the same region have both been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Virtual Machines.

“Downtime” is the total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity in the region.

“Uptime Percentage” for Virtual Machines in Availability Zones is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Virtual Machines deployed across two or more Availability Zones in the same region:

Uptime Percentage	Service Credit
< 99.99%	10%
< 99%	25%
< 95%	100%

Uptime Calculation and Service Levels for Virtual Machines in an Availability Set or in the same Dedicated Host Group

Maximum Available Minutes: The total accumulated minutes during an Applicable Period for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set on in the same Dedicated Host Group. Maximum Available Minutes is measured from when at least two Virtual Machines in the same Availability Set, or same Dedicated Host Group, have both been started resultant from action initiated by you to the time you have initiated an action that would result in stopping or deleting the Virtual Machines.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes that have no Virtual Machine Connectivity.

Uptime Percentage: for Virtual Machines is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for a given Microsoft Azure subscription. Uptime Percentage is represented by the following formula:

$$\text{Monthly Uptime \%} = \frac{(\text{Maximum Available Minutes} - \text{Downtime})}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Virtual Machines in an Availability Set or same Dedicated Host Group. This SLA does not apply to Availability Sets leveraging Azure shared disks:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%
< 95%	100%

Uptime Calculation and Service Levels for Single-Instance Virtual Machines

“Minutes in the Applicable Period” is the total number of minutes in a given Applicable Period.

Downtime: is the total accumulated minutes that are part of Minutes in the Applicable Period that have no Virtual Machine Connectivity.

Uptime Percentage: is calculated by subtracting from 100% the percentage of Minutes in the Applicable Period in which any Single Instance Virtual Machine using premium storage for all Operating System Disks and Data Disks had Downtime.

$$\text{Monthly Uptime \%} = \frac{(\text{Minutes in the Applicable Period} - \text{Downtime})}{\text{Minutes in the Applicable Period}} \times 100$$

Service Credit:

The following Service Levels and Service Credits are applicable to Customer’s use of Single-Instance Virtual Machines by Disk type. For any Single Instance Virtual Machine using multiple disk types, the lowest SLA of all the disks on the Virtual Machine will apply:

Uptime Percentage (Premium and Ultra SSD)	Uptime Percentage (Standard SSD Managed Disk)	Uptime Percentage (Standard HDD Managed Disk)	Service Credit
< 99.9%	<99.5%	<95%	10%
< 99%	<95%	<92%	25%
< 95%	<90%	<90%	100%

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Azure Virtual Network Manager

Additional Definitions

“Maximum Available Minutes” is the total accumulated minutes during an Applicable Period during which a given Azure Virtual Network Manager has been deployed in a Microsoft Azure subscription.

“Downtime” is the total accumulated Maximum Available Minutes during which an Azure Virtual Network Manager is unavailable. A minute is considered unavailable if all attempts to connect to the Azure Virtual Network Manager within the minute are unsuccessful.

“Uptime Percentage” The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes-Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each Azure Virtual Network Manager:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure Virtual WAN

Additional Definitions:

"**Maximum Available Minutes**" is the total accumulated minutes in an Applicable Period during which a given Azure Virtual WAN has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during which an Azure Virtual WAN is unavailable. A given minute is considered unavailable if all attempts to connect to the Azure Virtual WAN throughout the minute are unsuccessful.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure VMware Solution

Additional Requirements

Client is required to maintain a minimum configuration for all virtual machine storage including:

- When the cluster has between 3 and 5 hosts, the numbers of failure to tolerate = 1; and when the cluster has between 6 and 16 hosts, the number of failures to tolerate = 2
- Storage capacity for the cluster retains slack space of 25% available (as described in the VSAN storage guide)
- Client has not performed any actions under the Elevated Privilege mode that prevent Microsoft from meeting the Availability Commitment.
- There is sufficient capacity on the cluster to support the starting of a virtual machine.
- Scheduled maintenance is excluded from the total available uptime calculations.

Additional Definitions

Uptime Calculation and Service Levels for Azure VMware Solution Workload Infrastructure

"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period for all virtual machines within a VMware cluster, during which Azure VMware Solution has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during an Applicable Period for a given VMware Cluster on Azure, during which the Service is unavailable. A given minute is considered unavailable if any of the following are true:

- All Virtual Machines within a running cluster do not have any connectivity for four consecutive minutes.
- None of the Virtual machines can access storage for four consecutive minutes.
- None of the Virtual Machines can be started for four consecutive minutes.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Uptime Calculation and Service Levels for Azure VMware management tools

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"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period for a given VMware cluster, during which Azure VMware management tools have been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during an Applicable Period for a given VMware Cluster on Azure, during which the Management Services (vCenter Server and NSX Manager) is unavailable. A given minute is considered unavailable if any of the following are true:

- vCenter server does not have any connectivity for four consecutive minutes.
- NSX Manager does not have any connectivity for four consecutive minutes.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Azure VMware Solution by CloudSimple

Additional Requirements

Client is required to maintain has a minimum configuration for all virtual machine storage as follows:

- When the cluster has between 3 and 5 hosts, the numbers of failure to tolerate = 1; and when the cluster has between 6 and 32 hosts, the number of failures to tolerate = 2
- Storage capacity for the cluster retains slack space of 25% available (as described in the VSAN storage guide). <https://docs.vmware.com/en/VMware-vSphere/6.7/vsan-671-administration-guide.pdf>
- There is sufficient capacity on the cluster to support the starting of a virtual machine, and Client has not performed any actions under the Escalated Privilege mode that prevent Vendor from meeting the Availability Commitment.
- Scheduled maintenance is excluded from the total available uptime calculations.

Additional Definitions

Uptime Calculation and Service Levels for Azure VMware Solutions Workload Infrastructure

"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period for all virtual machines within a VMware cluster, during which Azure VMware Solutions has been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during an Applicable Period for a given VMware Cluster on Azure, during which the Service is unavailable. A given minute is considered unavailable if

- All Virtual Machines within a running cluster do not have any connectivity for four consecutive minutes.
- None of the Virtual machines can access storage for four consecutive minutes.
- None of the Virtual Machines can be started for four consecutive minutes.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

Uptime Calculation and Service Levels for Azure VMware management tools

"**Maximum Available Minutes**" is the total accumulated minutes during an Applicable Period for a given VMware cluster, during which Azure VMware management tools have been deployed in a Microsoft Azure subscription.

"**Downtime**" is the total accumulated Maximum Available Minutes during an Applicable Period for a given VMware Cluster on Azure, during which the Management Services (vCenter Server and NSX Manager) is unavailable. A given minute is considered unavailable if

- vCenter server does not have any connectivity for four consecutive minutes.
- NSX Manager does not have any connectivity for four consecutive minutes.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	30%

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Azure VNet NAT

Additional Definitions

"Static Public IP address" is an IP address that has been configured for a user's workload. A static IP address does not change.

"Network address translation" is the process of converting private IP addresses of a private network to a public IP address in order to allow multiple Azure compute resources (i.e., virtual machines) connect to the internet through a single public address.

"Connectivity" is bi-directional network traffic over supported IP transport protocols that can be sent and received from any IP address configured to allow traffic.

"Outbound network traffic" is traffic that is flowing from a private network to a public endpoint over the internet.

Uptime Calculation and Service Levels for Azure VNet NAT

"Maximum Available Minutes" is the total number of minutes that Azure VNet NAT (serving two or more Healthy Virtual Machines) has been deployed by Customer in a Microsoft Azure subscription during an Applicable Period.

"Downtime" is the total number of minutes within Maximum Available Minutes during which the given Azure VNet NAT is unavailable. A minute is considered unavailable if all Healthy Virtual Machines have no Connectivity through the VNet NAT endpoint. Downtime does not include minutes resulting from SNAT port exhaustions.

"Uptime Percentage" for Azure VNet NAT is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period multiplied by 100.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credit are applicable to Customer's use of the Azure NAT Gateway

Uptime Percentage	Service Credit
< 99.99%	10%
< 99.9%	25%

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VPN Gateway

Additional Definitions:

"Maximum Available Minutes" is the total accumulated minutes during an Applicable Period during which a given VPN Gateway has been deployed in a Microsoft Azure subscription.

Downtime: Is the total accumulated Maximum Available Minutes during which a VPN Gateway is unavailable. A minute is considered unavailable if all attempts to connect to the VPN Gateway within a thirty-second window within the minute are unsuccessful.

Uptime Percentage: The Uptime Percentage for a given VPN Gateway is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in an Applicable Period for the VPN Gateway. The Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of each VPN Gateway:

Basic Gateway for VPN or ExpressRoute Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Gateway for VPN and Gateway for ExpressRoute SKUs excluding Basic:

Uptime Percentage	Service Credit
< 99.95%	10%
< 99%	25%

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Azure Web PubSub

Additional Definitions

"**Web PubSub service Endpoint**" is the host name from which the Web PubSub service is accessed by servers or clients to perform Web PubSub transactions.

"**Web PubSub Transactions**" is set of transaction requests sent from client to server or from server to client through a Web PubSub service Endpoint. These transaction requests include setting up the connection between server/client and Web PubSub service Endpoint or sending messages through the Web PubSub service Endpoint.

Uptime Calculation and Service Levels for Web PubSub service Instance

"**Maximum Available Minutes**" is the total number of minutes that the Web PubSub service has been deployed by the Customer in a given Microsoft Azure subscription during an Applicable Period.

"**Downtime**" is the total accumulated Maximum Available Minutes during an Applicable Period for the Web PubSub service during which the Web PubSub service is unavailable. A given minute is considered unavailable if all attempts to send Web PubSub transactions throughout the minute either return an Error Code or do not result in a Success Code within one minute.

"**Uptime Percentage**" for the Web PubSub service is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes.

Uptime Percentage is represented by the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of the Web PubSub service Standard tiers.

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Windows 10 IoT Core Services

Uptime Calculation and Service Levels for Windows 10 IoT Core Services

"**Maximum Available Minutes**" is the total number of minutes for a given Windows 10 IoT Core Services deployed by the Customer in a Microsoft Azure subscription during an Applicable Period.

"**Downtime**" is the total number of minutes within the Maximum Available Minutes during which Windows 10 IoT Core Services is unavailable. A minute is considered unavailable for a given Windows 10 IoT Core Services instance if all continuous attempts to sign into Device Update Center or perform an operation within Device Update Center throughout the minute either return an Error Code or do not result in a Success Code within two minutes.

"**Uptime Percentage**" The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

The following Service Levels and Service Credits are applicable to Customer's use of Windows 10 IoT Core Services

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Other Online Services

Microsoft Defender for Identity

Additional Definitions:

"Downtime" is Any period of time when the admin is unable to access the Microsoft Defender for Identity portal.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Microsoft Defender for IoT

Additional Definitions:

"Maximum Available Minutes" represents the total number of minutes accumulated during an Applicable Period for the Microsoft Defender for IoT portal. Maximum Available Minutes are calculated from the time a Subscription is created following the successful completion of the onboarding process.

"Downtime" The total number of minutes that a customer is unable to access any part of a Microsoft Defender for IoT portal for which they have appropriate permissions, and have an active, valid license.

"Subscription" indicates the cloud environment specific to a particular customer for Microsoft Defender for IoT.

"Uptime Percentage" Downtime is measured in user minutes. That is, for an Applicable Period, Downtime will be the sum of the duration (in minutes) of each Incident during that Applicable Period multiplied by the number of users affected by that Incident. The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: This SLA does not apply to on-premises components such as sensors and security agents.

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Bing Maps Enterprise Platform

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in an Applicable Period} - \text{Downtime}}{\text{Total number of minutes in an Applicable Period}} \times 100$$

where Downtime is measured as the total number of minutes during the Applicable Period when the aspects of the Service set forth above are unavailable.

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Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous Applicable Period's usage.

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Bing Maps Mobile Asset Management

Downtime: Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in an Applicable Period} - \text{Downtime}}{\text{Total number of minutes in an Applicable Period}} \times 100$$

where Downtime is measured as the total number of minutes during the Applicable Period when the aspects of the Service set forth above are unavailable.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to Bing Maps Enterprise Platform purchased through Open Value and Open Value Subscription volume licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous Applicable Period's usage.

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Microsoft Cloud App Security

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Cloud App Security) that provide updates via API (application programming interface) to any services licensed as part of the Service subscription.

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Microsoft Power Automate

Downtime: Any period of time when users' flows have no connectivity to Microsoft's Internet gateway.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Power Pages

This SLA applies to the end user website that is published using Power Pages if the following criteria are met: site must be in production mode, have site visibility set as public, and be associated with a production environment.

Additional Definitions:

"Total Website Requests" is the total number of website requests made by authorized (authenticated or anonymous) end users to a Power Pages website during an Applicable Period.

"Failed Website Requests" is the total number of requests within Total Website Requests for which Power Pages sends an error response due to a system error within Power Pages. User errors, issues due to inadequate licensing, or errors that are a result of customer's configuration or customization are not included in Failed Website Requests.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Website Requests} - \text{Failed Website Requests}}{\text{Total Website Requests}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%

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Microsoft Intune

Downtime: Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials. Scheduled Downtime will not exceed 10 hours per calendar year.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This Service Level does not apply to any: (i) On-premises software licensed as part of the Service subscription, or (ii) Internet-based services (excluding Microsoft Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

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Microsoft Kaizala Pro

Downtime: Any period of time when end users are unable to read or post message in organizations groups for which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Power Apps

Downtime: Any period of time when users are unable to read or write any portion of data in Microsoft Power Apps to which they have appropriate permissions.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Power Virtual Agents

Additional Definitions:

"Total Message Requests" is the total number of requests made by an end user to Power Virtual Agents during an Applicable Period.

"Failed Message Requests" are the total number of requests within Total Message Requests that Power Virtual Agents is unable to send a response message to due to a system error within Power Virtual Agents.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total Message Requests} - \text{Failed Message Requests}}{\text{Total Message Requests}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%

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Microsoft Sustainability Manager

Downtime: Any period of time when end users are unable to log into their environment. Downtime does not include Scheduled Downtime, the unavailability of Service add-on features, or the inability to access the Service due to your modifications of the Service.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.5%	25%
< 99%	50%
< 95%	100%

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Minecraft: Education Edition

Downtime: Any period of time when users are unable to access Minecraft: Education Edition.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Power BI Embedded

Deployment Minutes: The total number of minutes for which a given embedded capacity has been active during an Applicable Period.

Maximum Available Minutes: The sum of all Deployment Minutes for a specific embedded capacity provisioned by a customer in a given Microsoft Azure subscription during an Applicable Period.

Downtime Minutes: The total accumulated Deployment Minutes during which an embedded capacity is unable to be utilized in all applicable Power BI features listed below:

View: View Power BI Dashboards, Reports, and Apps in the service.

Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime Minutes}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Power BI Premium

Capacity: Means a named capacity provisioned by an admin through the Power BI Premium capacity admin portal. A Capacity is a grouping of one or more nodes.

Maximum Available Minutes: The sum of all minutes that a given Capacity has been instantiated during an Applicable Period for a given tenant.

Downtime Minutes: The total accumulated minutes in an Applicable Period for a given Capacity, after its creation, or before it is deprovisioned when the Capacity is unable to be utilized in all applicable Power BI features listed below:

View: View Power BI Dashboards, Reports, and Apps in the service.

Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime Minutes}}{\text{Maximum Available Minutes}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

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Power BI Pro

Downtime Minutes: The total accumulated minutes in an Applicable Period during which all Power BI features listed below are unavailable:

View: View Power BI Dashboards, Reports, and Apps in the service.

Dataset Refresh: Schedule or manually trigger refresh operation and expect those operations to complete within expected timeframes considering all conditions that might impact refresh speeds (e.g., size of dataset).

Access Power BI Portal: Access and use the Power BI Portal within expected timeframes considering network conditions and limitations local to the customer environment or external to Microsoft.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in a month} - \text{Downtime Minutes}}{\text{Total number of minutes in a month}} \times 100$$

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Translator API

Downtime: Any period of time when users are not able to perform translations.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Total number of minutes in an Applicable Period} - \text{Downtime}}{\text{Total number of minutes in an Applicable Period}} \times 100$$

where Downtime is measured as the total number of minutes during the Applicable Period when the aspects of the Service set forth above are unavailable.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

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Microsoft Defender for Endpoint

Additional Definitions:

“Maximum Available Minutes” is the total accumulated minutes during an Applicable Period for Microsoft Defender for Endpoint portal. Maximum Available Minutes is measured from when the Tenant has been created resultant from successful completion of the on-boarding process.

“Tenant” represents Microsoft Defender for Endpoint customer specific cloud environment.

Downtime: The total accumulated minutes that are part of Maximum Available Minutes in which the Customer unable to access any portion of a Microsoft Defender for Endpoint portal site collections for which they have appropriate permissions and customer has a valid, active, license.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{Maximum Available Minutes} - \text{Downtime}}{\text{Maximum Available Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	10%
< 99%	25%

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

Universal Print

Downtime: Any period of time when unavailability of the Universal Print Service results in the inability for users to discover printers or submit print jobs, or the inability for administrators to register or configure printers, manage access control, or monitor Universal Print status and usage.

Uptime Percentage: The Uptime Percentage is calculated using the following formula:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

where Downtime is measured in user-minutes; that is, for each Applicable Period, Downtime is the sum of the length (in minutes) of each Incident that occurs during that Applicable Period multiplied by the number of users impacted by that Incident.

Service Credit:

Uptime Percentage	Service Credit
< 99.9%	25%
< 99%	50%
< 95%	100%

Service Level Exceptions: This SLA does not apply to any trial/preview version Tenants.

Windows 365

Cloud PC: the specific instance of Windows 365 licensed to a user.

Downtime: measured in minutes, the period in which all connection attempts by a specific user to a specific Cloud PC were unsuccessful, excluding any of the following types of failures:

1. Failures resulting from the Cloud PC being in an inoperable state unrelated to the underlying Azure infrastructure (e.g., damaged or corrupt operating system, operating system configuration, or misconfiguration); and
2. Failure resulting from an application or other software installed on the Cloud PC.

Individual Downtime: means Downtime for a given user for each Applicable Period.

Individual Minutes: means the User Minutes for a given user for each Applicable Period.

Individual Uptime Percentage: Individual Uptime Percentage is calculated as:

$$\frac{\text{Individual Minutes} - \text{Individual Downtime}}{\text{Individual Minutes}} \times 100$$

Per-User Credit: For an Applicable Period in which the Regional Uptime Percentage is less than 99.9%, a Per-User Credit shall be calculated as a percentage of the per user portion of the Applicable Service Fees for each user for whom the Individual Uptime Percentage was less than 99.9% according to the following table (provided, however, that any Individual Uptime Percentage that is lower than the Regional Uptime Percentage shall be deemed to be equal to the Regional Uptime Percentage):

Individual Uptime Percentage	Per User Credit
< 99.9%	10%
< 99%	25%
< 95%	100%

Region: means the regions detailed at: <https://aka.ms/DSLARegionLink>.

Regional Downtime: means the sum of all your Downtime in a Region for each Applicable Period.

Regional Minutes: means the User Minutes in a Region for each Applicable Period.

Regional Uptime Percentage: is calculated using the following formula:

$$\frac{\text{Regional Minutes} - \text{Regional Downtime}}{\text{Regional Minutes}} \times 100$$

Service Credit: for Windows 365, Service Credits are not a percentage of the Applicable Service Fee, but shall be the sum of all Per-User Credits.

Appendix A – Service Level Commitment for Virus Detection and Blocking, Spam Effectiveness, or False Positive

With respect to Exchange Online and EOP licensed as a standalone Service or via ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for: (1) Virus Detection and Blocking, (2) Spam Effectiveness, or (3) False Positive. If any one of these individual Service Levels is not met, you may submit a claim for a Service Credit. If one Incident causes us to fail more than one SLA metric for Exchange Online or EOP, you may only make one Service Credit claim for that incident per Service.

1. Virus Detection and Blocking Service Level

- a. "Virus Detection and Blocking" is defined as the detection and blocking of Viruses by the filters to prevent infection. "Viruses" is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
- b. A Virus is considered known when widely used commercial virus scanning engines can detect the virus and the detection capability is available throughout the EOP network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the EOP virus filter.
- e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove it. If this results in the prevention of an infection, you won't be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
- f. The Virus Detection and Blocking Service Level shall not apply to:
 - i. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.
 - ii. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
- g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Service Fee if an infection occurs in an Applicable Period, with a maximum of one claim allowed per Applicable Period.

2. Spam Effectiveness Service Level

- a. "Spam Effectiveness" is defined as the percentage of inbound spam detected by the filtering system, measured on a daily basis.
- b. Spam effectiveness estimates exclude false negatives to invalid mailboxes.
- c. The spam message must be processed by our service and not be corrupt, malformed, or truncated.
- d. The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.
- e. You acknowledge that classification of spam is subjective and accept that we will make a good faith estimation of the spam capture rate based on evidence timely supplied by you.
- f. The Service Credit available for the Spam Effectiveness Service is:

% of Applicable Period that Spam Effectiveness is below 99%	Service Credit
>25%	25%
> 50%	50%
100%	100%

3. False Positive Service Level

- a. "False Positive" is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in an Applicable Period.
- b. Complete, original messages, including all headers, must be reported to the abuse team.
- c. Applies to email sent to valid mailboxes only.
- d. You acknowledge that classification of false positives is subjective and understand that we will make a good faith estimation of the false positive ratio based on evidence timely supplied by you.
- e. This False Positive Service Level shall not apply to:
 - i. bulk, personal, or pornographic email
 - ii. email containing a majority of non-English content
 - iii. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
 - iv. email delivered to the junk folder
- f. The Service Credit available for the False Positive Service is:

False Positive Ratio in an Applicable Period	Service Credit
> 1:250,000	25%
> 1:10,000	50%
> 1:100	100%

Appendix B - Service Level Commitment for Uptime

With respect to EOP licensed as a standalone Service, ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for Uptime.

Uptime Percentage:

If the Uptime Percentage for EOP falls below 99.999% for any given Applicable Period, you may be eligible for the following Service Credit:

Uptime Percentage	Service Credit
<99.999%	25%
<99.0%	50%
<98.0%	100%

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Product Terms

Publication Date: March 01, 2024

Program: EA/EAS/SCE

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Introduction

About this Document

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

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

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

Summary of Changes

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

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

Subscribe to the Microsoft Product Terms RSS feed to be notified of updates! <https://www.microsoft.com/licensing/terms/feed/rss>

March 1, 2024

Universal License Terms for Online Services: Previews updated adding clarity that additional preview terms may apply.

Privacy & Security Terms: Added Microsoft Copilot for Microsoft 365 under the Location of Customer Data at Rest for Core Online Services, Office 365 Services section. Added Azure VMware Solution to the Core Online Services.

Office Desktop Applications (Windows): Removed Graduation Benefit language for academic program customers, as this benefit has been retired.

Windows Desktop Operating System: Removed Graduation Benefit language for academic program customers, as this benefit has been retired.

Microsoft 365: Clarify Microsoft Bookings for Microsoft 365 F1 User Mailbox Use Rights

Microsoft Dynamics 365 Services: Updated minimum quantity for Finance Premium and reverted mix and match requirements between Finance and Finance Premium.

Audio Services: Added Microsoft Teams Phone Standard for Frontline Workers to EAEAS and MCA Availability Tables and License Prerequisites table.

Microsoft Intune: Updated EA/EAS and MCA Availability Tables with Cloud PKI and Frontline Worker products. Added Cloud PKI to License Prerequisite table and added Service Specific eligibility requirements for Frontline Worker licenses.

GitHub Offerings: General cleanup and organization of GitHub page for readability and accuracy.

Glossary: Updated definition of Preview adding clarity that additional preview terms may apply.

February 2, 2024

Windows Desktop Operating System: Added Windows Autopilot to the list of Online Services components of Windows that are covered by the Universal License Terms for Online Services.

Microsoft 365: Updated the Extended Use Rights for Microsoft 365 E3/E5 for clarity.

February 1, 2024

From SA Policy Update for Microsoft 365 and its standalone products. This change will not impact the use and renewal of existing From SA licenses. For more information see the following blog post <https://www.microsoft.com/licensing/news/from-sa-licenses-policy-update>.

Privacy & Security Terms: Added Azure Container Instances to the Core Online Services table. Updated the list of Online Services excluded from the DPA for clarity.

Microsoft 365: Added Microsoft Copilot for Services to Availability Tables for EA/EAS and MCA. Added Copilot for Services to the License Prerequisite Tables. Created a new Service Specific Terms for Microsoft Copilot for Sales. Replaced Additional Product Attribute with Faculty Offering for Microsoft 365 A5 Security and Microsoft 365 A5 Compliance in the EES table.

Microsoft Azure: Updated "Cognitive Services & Applied AI Services" naming to "Azure AI Services" and general updates to terms reflective of naming update.

Microsoft Dynamics 365 Services: Added Dynamics 365 Finance Premium to Service Specific Terms and Power Pages Extended Use Rights. Created a new clause for Microsoft Relationship Sales. Added terms for Dynamics 365 Business Central and Dynamics 365 Finance customers in Denmark, specific to bookkeeping laws and regulations for Danish customers.

Microsoft Intune: Added Intune Advanced Analytics and Intune Enterprise Application Management to Availability and Prerequisite Tables.

GitHub Offerings: Updated EAS and MCA Availability tables to reflect new license availability.

January 16, 2024

Microsoft 365: Updated License Prerequisites for Microsoft Copilot for Microsoft 365.

January 2, 2024

Privacy & Security Terms: Updated EU Data Boundary Services terms to reflect expanded scope of the commitment.

January 1, 2024

Universal Terms for Online Services: Updated Competitive Benchmarking language. Updated the Microsoft Generative AI Services Customer Copyright Commitment for clarity.

Privacy & Security Terms: Added Microsoft Purview to Core Online Services. Updated Microsoft Defender XDR to reflect new branding.

Microsoft 365: Added Microsoft Copilot for Microsoft 365 to EES Availability table.

Microsoft Azure: Removed all references to Azure Information Protection Premium Plan 1. Added Microsoft Defender for Identity Frontline, as well as license assignment eligibility and additional terms.

Microsoft Dynamics 365 Services: Added Dynamics 365 Field Service Contractor User SL to EAEAS and MCA Availability tables and added Service Specific Terms. Added Dynamics 365 Finance Premium (User SL) to EES, EAES, MCA, and MPSA Availability tables, License Prerequisites table, and Purchasing Minimums - All Programs table.

Exchange Online: Added Defender for Office 365 Frontline to Availability Table, as well as license assignment eligibility and additional terms.

GitHub Offerings: Updated GitHub Product Terms to align with Generative AI updates. Updates to EA/EAS and MCA Availability tables to reflect new license availability.

Microsoft Defender for Endpoint: Added Defender for Endpoint Frontline to the Availability Table as well as license assignment eligibility and additional terms.

Microsoft Defender for Cloud Apps: Added Defender for Cloud Apps Frontline to Availability Table, as well as license assignment eligibility and additional terms.

Glossary: Clarified definition of Output Content.

December 1, 2023

Universal Terms for Online Services: Updated Customer Copyright Commitment to include the Azure OpenAI Service. Updated Online Services Purchasing Rules to clarify that only certain Add-ons are required to be purchased on the same licensing agreement as the underlying qualifying license.

Privacy & Security Terms: Added Microsoft Fabric to the Core Online Services and EU Data Boundary Services tables. Made various Product naming updates related to Microsoft Copilot.

Microsoft Dynamics 365 Services: Updated Data Use and Access for Abuse Monitoring clause for clarity.

Microsoft Power Platform: Updated Data Use and Access for Abuse Monitoring clause for clarity. Added Microsoft Copilot Studio to EES, EA/EAS, MCA, and MPSA Availability tables. All references to Power Virtual Agents and Power Virtual Agents capacity add-on removed.

Microsoft 365: Added Clipchamp Premium Add-on to EAEAS, MCA, License Prerequisites tables.

Microsoft Azure: Added a new fail-over benefit for Azure SQL Database. Added Azure Machine Learning service specific terms regarding the use of Model Catalog and Model Registry.

Clipchamp: Added product entry for Clipchamp terms.

Glossary: Updated definition of Covered Product.

November 1, 2023

Universal Terms for Online Services: General updates to the Generative AI terms to add clarity and align with Microsoft's Copilot commitments.

Privacy & Security Terms: Updated Azure Core Online Services to reflect new branding.

Microsoft 365: Added Microsoft 365 Copilot to EA/EAS/SCE and MCA Availability and License Prerequisites tables.

Microsoft Azure: Added terms for Microsoft Fabric and Azure AI Content Safety. General updates to AI and Azure OpenAI Service terms.

Microsoft Defender Experts: Added Microsoft Defender Experts for XDR (User SL) to EES Availability table.

GitHub Offerings: Updated General Service Terms and Service Specific Terms for added clarity when purchasing through Microsoft.

System Center Server: Updated to support the launch of System Center Server in MCA/CSP. Removed the "16-cores" per customer requirement for System Center when licensing by virtual OSE.

October 6, 2023

Windows Server Standard, Datacenter and Essentials: Added use rights for Windows Server Annual Channel for Containers.

Microsoft Azure: Clarified Disaster Recovery and dev/test environment use rights for Extended Security Updates enabled by Azure Arc.

October 1, 2023

Universal License Terms for Online Services: Additions and updates to terms that apply to all Generative AI products and application of Microsoft's Copilot Copyright Commitment.

Windows Desktop Operating Systems: Added Universal Print (Per User) to Availability tables.

Microsoft 365: Added Microsoft Defender for IoT - EIoT Device License to Availability and License Prerequisites tables. Added Microsoft 365 EEA offers in European Economic Area (EEA) and Switzerland to the Availability tables, as well as terms regarding availability and applicable license terms.

Office 365 Suites: Added Office 365 EEA offers in European Economic Area (EEA) and Switzerland to the Availability tables, as well as terms regarding availability and applicable license terms.

Microsoft Azure: Azure Active Directory (AAD) rebranded to Microsoft Entra ID. All references to Azure Active Directory have been updated to Microsoft Entra ID.

Glossary: Updated definition of Previews. Added new definitions to support the Generative AI products and application of Microsoft's Copilot Copyright Commitment.

September 1, 2023

Universal License Terms for Online Services: Added a clause for "Online Services with Distributable Code" to clarify the Distributable Code clause for Software also applies to Online Services that include Software components and adding clarity to the Universal clause for Validation, Auto Updates, & Collection for Software, that extensions are included.

Privacy & Security Terms: Added Viva Glint to the EU Data Boundary Services table.

Microsoft 365: Updated instances of "Microsoft Viva Sales" to "Microsoft Sales Copilot".

Microsoft Dynamics 365 Services: Updating D365 terms to align with Customer Insights and Marketing changes including EES, EAEAS, MCA, and MPSA availability tables.

Microsoft Security portfolio Product Terms mapping: Added index of security Products and the applicable terms.

August 1, 2023

Amazon Workspaces Deployments: Beginning August 1, 2023, users with specific licenses may run Microsoft 365 Apps for enterprise/business, Microsoft Project, and Microsoft Visio on Amazon WorkSpaces. The licenses that will be eligible under this revised policy include Microsoft 365 E3/E5/A3/A5 and Microsoft 365 Business Premium. If you currently have any of these licenses, starting from August 1, you will be able to utilize these Microsoft applications on Amazon WorkSpaces virtual desktop infrastructure.

Universal License Terms for Online Services: Universal term for Online Services added in relation to Azure meter availability and applicable terms.

Privacy & Security Terms: Updated Microsoft Azure Core Services to include Azure Container Apps.

Microsoft Azure: Added language for Azure Customer Solution regarding customer responsibility in obtaining necessary license related to standards.

Microsoft 365: Added Microsoft Defender Vulnerability Management (User SL) to EES, EAEAS, and added MCA table and Microsoft Defender Threat Intelligence API to EES table. Updated Microsoft Defender Vulnerability Management Add-on adding Microsoft 365 A5 Security and removing Microsoft Defender for Endpoint P2 (Device).

Microsoft Dynamics 365 Services: Updated Purchasing Minimums, removed ability to combine license to meet the minimum requirement.

Office 365 Suites: Removed Office 365 F from Availability tables for EA/EAS, MPSA, and Point Value Chart - Commercial and changed from All Programs to MCA.

Microsoft Power Platform: Updating Power Platform terms to reflect new product launches and naming conventions. Added Process Mining to Availability and Prerequisites tables.

Windows Desktop Operating System: Added Windows 10 IoT Enterprise LTSC 2021 (Per Device) to MCA, MPSA, and SS Availability tables.

July 1, 2023

Privacy & Security Terms: Updated list of Core Online Services for Microsoft Dynamics 365 Core Services, Office 365 Services, Microsoft Azure Core Services, Microsoft Intune Online Services, and Microsoft Power Platform Core Services to ensure accuracy with current compliance requirements, product naming, and retired services.

Windows Desktop Operating System: Added Microsoft 365 G3/G5 as eligible licenses to use for Azure Virtual Desktop for Windows

Microsoft Azure: Updated Reduction Eligibility for EA/EAS and SCE customers to clarify that Azure Support can be reduced at anniversary. Added service-specific terms for Microsoft Dev Box.

GitHub Offerings: Added terms for GitHub availability as an Azure meter.

Microsoft 365: Added Microsoft Defender Vulnerability Management Add-On to Microsoft Defender for Endpoint for servers, Entra ID Governance, and Microsoft Defender Threat Intelligence API to the Availability and License Prerequisites tables. Added terms to support the launch of Viva Glint.

Microsoft Defender for Endpoint for servers: Added Microsoft Defender for Endpoint for servers to the MCA Availability table.

Microsoft Power Platform: Added Power Automate Process Mining to Availability and Prerequisite tables.

Microsoft Defender Experts: Added Microsoft Defender Experts for Hunting to the MCA Availability table.

Windows 365: Added Windows 365 Frontline to the Availability table, as well as License assignment eligibility and additional terms.

Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms: Adding terms for Azure Stack Hub Datacenter Hardware launch which are consolidated with the existing Azure Stack Hub Ruggedized Hardware terms.

June 1, 2023

Universal License Terms for Online Services: Updating Universal Terms for OpenAI to align with product specific terms

Microsoft 365: Added Data Handling section for Microsoft Managed Desktop. Added service specific terms for Microsoft Defender External Attack Surface Management (EASM) and Microsoft Defender Threat Intelligence (MDTI). Renamed Microsoft Endpoint Manager - Remote Help to Microsoft Intune - Remote Help.

Microsoft Azure: Updated OpenAI terms for Data Access and Use. Added Bing Search Services terms to the general service terms for Azure.

Microsoft Defender Experts: Added Microsoft Defender Experts for XDR terms. Consolidated Hunting and XDR under Microsoft Defender Experts.

Microsoft Defender for Endpoint for servers: Added a product entry for Microsoft Defender for Endpoint for servers.

Microsoft Defender for IoT: Added a new stand-alone product entry for Microsoft Defender for IoT (which has been renamed from Azure Defender for IoT).

Microsoft Power Platform: Added AI Builder Tier to purchasing minimums table.

GitHub Offerings: Updated GitHub Availability table for new products, added definition of "Unique Committer", added License Prerequisites table, and added a clause for Enablement of GitHub Advanced Security for Azure DevOps.

Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms: Added clarity that physical transfer is included in the "No Transfer" limitation for Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized.

May 11, 2023

Privacy & Security Terms: Added Azure Machine Learning to the list of Microsoft Azure Core Services.

May 6, 2023

Privacy & Security Terms: Added Azure OpenAI Service to the list of Microsoft Azure Core Services.

May 1, 2023

Privacy & Security Terms: Added Viva Insights (effective April 1) to the list of Office 365 Core Online Services. Updates to the list of Azure Core Services to align with recent re-branding.

Windows Desktop Operating System: Removed terms for Windows To Go.

Microsoft 365: Updated Microsoft 365 Cross-tenant User Data Migration License Prerequisites. Added Microsoft Managed Desktop to the License Prerequisites table.

Microsoft Azure: Updated the Microsoft Azure Hybrid Benefit for Windows Server terms to clarify that customers may use Standard or Datacenter software under Azure Hybrid Benefit for Windows Server. Additional updates to the Azure OpenAI Service terms.

Notices: Consolidated notices for Internet-based features, Bing Maps and Malware protection from the Universal Terms for all Software to the Notices section.

Promotions: Removed all expired Promotions. There are no active Promotions available.

April 1, 2023

Universal Terms for Online Services: Added a clause for "Azure OpenAI Service and Online Service Intergrations" that describes the terms for online services that incorporate Azure OpenAI. Additional updates to the Azure OpenAI terms in the Microsoft Azure section. Updated the "Licensing the Online Services" clause to clarify that additional licenses are required for usage exceeding documented limits.

Microsoft Azure: Revised and simplified the Azure Hybrid Benefit use rights for Windows Server and SQL Server. Specifically,

- For Windows Server we 1) eliminated the requirement that customers allocate licenses in packs of eight, 2) eliminated the requirement that customers allocate 16 licenses before they begin using AHB, and 3) made textual changes for improved readability. There are no changes to any other requirements, including the requirement that the number of licenses needed equals the number of virtual cores in the VM, subject to a minimum of eight licenses per VM.
- For SQL Server, there are no changes to the benefit. All textual changes are for improved readability only.

Added service specific terms for Azure Kubernetes Service Edge Essentials.

Windows Desktop Operating System: Update the rebranded online service name from "Windows Update Compliance" to "Windows Update for Business reports".

Windows Server Standard, Datacenter and Essentials: Eliminated the requirement that customers start with 16 licenses before licensing by individual virtual OSE. Added a clause that states CSP customers may run Windows Server Datacenter images with Windows Server Standard licenses when licensing by virtual OSE and following Standard edition use rights, among other conditions. Updated Windows Server CAL requirements for limited CSP-H hosting scenarios.

Microsoft Intune: Added Microsoft Intune Endpoint Privilege Management (User SL) to availability tables. Updated License Prerequisite table to include M365 A3/A5 as qualifying licenses for Intune Suite, Intune P2, and Intune Endpoint Privilege Management. Also updated instances of Intune to *Intune P1* per new naming.

Project: Clarified installation rights for Project to reflect retirement of the QMTH program.

Software Assurance Benefits: Moved the "Purchasing Software Assurance" and "Renewing Software Assurance" terms into its own page called "Purchasing & Renewing Software Assurance".

Universal License Terms

For all Software

Universal License Terms

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

Definitions

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

Customer's Use Rights

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

Rights to Use Other Versions and Lower Editions

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

Third Party Software

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

Pre-Release Code, Updates or Supplements, Additional Functionality

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

Restrictions

Customer may not (and is not licensed to) use the Products to offer commercial hosting services to third parties, work around any technical limitations in the Products or restrictions in Product documentation, 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.

Software Assurance

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

Outsourcing Software Management

Outsourcing on Dedicated Devices

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

Flexible Virtualization Benefit

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

Outsourcing on Cloud Solution Provider-Hosters

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

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

License Assignment and Reassignment

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

Technical Measures

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

Activation and validation

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

Product Keys

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

Font Components, Images, and Sounds

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

Included Technologies

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

Bing

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

Benchmark Testing

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

Multiplexing

Hardware or software that a Customer uses to:

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

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

Administrative and Support Rights

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

Distributable Code

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

Right to Use and Distribute

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

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

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

- Only distribute it with Customer's programs, where Customer's programs provide significant primary functionality to the Distributable Code;
- require distributors and external end users to agree to terms that protect the Distributable Code at least as much as Customer's volume licensing agreement, including the Product Terms;

- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of Customer's programs, except to the extent that any claim is based solely on the Distributable Code included in Customer's programs.

Distribution Limitations

Customer may not:

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

Software Plus Services

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

Processing of Personal Data; GDPR

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

For Online Services

Definitions

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

Data Processing and Security

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

Service Level Agreements

Many Online Services offer a Service Level Agreement (SLA). For more information regarding the Online Services SLAs, please refer to <https://www.microsoft.com/licensing/product-licensing/products>.

Applicable Product Terms and Updates for Online Services

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

Electronic Notices

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

Licensing the Online Services

Customer must acquire and assign the appropriate subscription licenses required for its use of each Online Service. Usage exceeding the Online Service's documented entitlement(s) and/or usage limits require additional purchase of licenses to cover overage. Each user that accesses the Online Service must be assigned a User SL or access the Online Service only through a device that has been assigned a Device SL, unless specified otherwise in the Online Service-specific Terms. [Subscription License Suites](#) describes SL Suites that also fulfill requirements for User SLs. Customer has no right to use an Online Service after the SL for that Online Service ends.

License Reassignment

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

Multiplexing

Hardware or software that a Customer uses to:

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

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

Online Services Step-up Availability and License Assignment

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

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

Using the Online Services

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

Acceptable Use Policy

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

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, device, data, account or network, including by intentionally evading or disrupting restrictions in [Metaprompts](#);
- to spam or distribute malware;
- to mine cryptocurrency without Microsoft's prior written approval;
- in a way that could harm the Online Service or impair anyone else's use of it;
- in any application or situation where failure of the Online Service could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High-Risk Use section below; or
- to assist or encourage anyone to do any of the above.

Without limiting Microsoft's other remedies, violations of the Acceptable Use Policy in this section may result in suspension of the Online Service. If Microsoft suspends the Online Service, Microsoft will suspend only to the extent reasonably necessary. Unless

Microsoft believes an immediate suspension is required, Microsoft will provide reasonable notice before suspending an Online Service for the reasons stated above.

High-Risk Use

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

Medical Device Disclaimer

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

Data Protection and Security

The terms of the [DPA \(http://aka.ms/DPA\)](http://aka.ms/DPA) apply to Online Services except for Online Services listed in the [Privacy & Security Terms](#). For Core Online Services, Online Service-specific details on security practices and location of [Customer Data](#) at rest are also located in the [Privacy & Security Terms](#).

Use of Software with the Online Service

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

Microsoft Software License Terms

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

Validation, Automatic Updates, and Collection for Software

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

Third-party Software Components

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

Technical Limitations

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

Bing

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

Import/Export Services

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

Font Components

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

Changes to and Availability of the Online Services

Microsoft may make commercially reasonable changes to each Online Service from time to time. Microsoft may modify or terminate an Online Service in any country where Microsoft is subject to a government regulation, obligation or other requirement that (1) is not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation. If Microsoft terminates an Online Service for regulatory reasons, Customers will receive a credit for any amount paid in advance for the period after termination.

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

Azure availability

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

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

Microsoft Generative AI Services

Responsible Use

Customer must use Microsoft Generative AI Services in accordance with the Acceptable Use Policy for Online Services and the Azure OpenAI Code of Conduct. Without limiting its other remedies, Microsoft may limit Customer's access to or use of a Microsoft Generative AI Service if Microsoft has a reasonable basis to believe that the Output Content or Customer's use of a Microsoft Generative AI Service or Output Content violates the Acceptable Use Policy for Online Services or the Azure OpenAI Code of Conduct.

Capacity Limitations

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

Reverse Engineering

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

Extracting Data

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

Use of Content for Training

Microsoft Generative AI Services do not use Input or Output Content to train, retrain, or improve Azure OpenAI Service foundation models. Customer will not use, and will not allow third parties to use, a Microsoft Generative AI Service or Output Content from a Microsoft Generative AI Service to create, train, or improve (directly or indirectly) a similar or competing product or service. Customer may use the Azure OpenAI Service to generate Output Content to fine-tune models for Customer's use in Azure AI services, solely to the extent expressly permitted in the Azure OpenAI Limited Access registration form (<https://aka.ms/oai/access>).

Location of Data Processing

By using a Microsoft Generative AI Service, Customer agrees its data may be stored and processed outside of its tenant's geographic region, unless service specific terms or product documentation for a given Microsoft Generative AI Service states otherwise.

Output Content

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

Customer Copyright Commitment

Microsoft's obligation to defend Customer against third-party intellectual property claims under Customer's volume licensing agreement will apply to Customer's use or distribution of Output Content of a Covered Product if all the following additional conditions are met:

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

Dataverse

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

Online Services with Distributable Code

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

Distributable Code

Refer to the Product Entries for software that contains code and text files Customer is permitted to distribute "Distributable Code". The code and text files listed below are also Distributable Code that may be used as described below. In the case of a conflict between the

following terms and Distributable Code terms published in the Product Entry, the terms in the Product Entry govern Customer's use of Distributable Code.

Right to Use and Distribute

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

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

Distribution Requirements

If Customer distributes any Distributable Code. Customer must:

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

Distribution Limitations

Customer may not:

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

Other

Non-Microsoft Products

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

Previews

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

Providing "Feedback" (suggestions, comments, feedback, ideas, or know-how, in any form) to Microsoft about Preview services is voluntary. Microsoft is under no obligation to post or use any Feedback. By providing Feedback to Microsoft, Customer (and anyone providing Feedback through Customer) irrevocably and perpetually grant to Microsoft and its Affiliates, under all of its (and their)

owned or controlled intellectual property rights, a worldwide, non-exclusive, fully paid-up, royalty-free, transferable, sub-licensable right and license to make, use, reproduce, prepare derivative works based upon, distribute, publicly perform, publicly display, transmit, and otherwise commercialize the Feedback (including by combining or interfacing products, services or technologies that depend on or incorporate Feedback with other products, services or technologies of Microsoft or others), without attribution in any way and for any purpose.

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

Microsoft Entra ID Free

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

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

Competitive Benchmarking

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

Government Customers

If Customer is a government entity, then the following terms apply to any Online Service provided at no charge to Customer:

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

Waiver of end-user consumer protection provisions

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

Microsoft Security Products Data Handling

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

Online Services Regional Availability

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

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Subscription terms vary by purchasing program. Under the Enterprise Agreement program, the subscription terms for Online Services other than Microsoft Azure must be coterminous, ending on the date of Customer's Enrollment end date.

- If Customer makes additional purchases of an Online Service, the end of the subscription term of the additional purchase must align with Customer's existing subscription term for the same Online Service. This provision does not apply to Azure reservations.
- Customer may not reduce the number of users or devices covered by its Online Services subscription during the term of their Online Services subscription except as permitted in Customer's licensing agreement.
- Add-on User SLs, as specified in the Add-ons section of each respective product section, and Step-up User SLs must be purchased under the same licensing agreement as their Qualifying License or base User SL. Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on User SL. Step-ups expire upon the earlier of the expiration of the Step-up User SL or base User SL.
- User SLs are priced monthly.

Online Services Renewal

Online Services with auto-renewal will automatically renew the day after their subscription term expires, unless Customer chooses not to renew by opting out of auto-renewal at least of 30 days before the subscription expires by contacting their reseller. Online services subscriptions for government and academic customers will not be automatically renewed unless Customer chooses the auto-renewal option.

Privacy & Security Terms

General

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

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

Online Services excluded from the DPA

Except as provided in the Product-Specific Terms, the terms of the DPA do not apply to: Bing Maps Mobile Asset Management Platform, Bing Maps Transactions and Users, Bing Search Services, Azure AI Services in containers installed on Customer's dedicated hardware, Microsoft Copilot with commercial data protection (formerly known as Bing Chat Enterprise), GitHub Offerings, LinkedIn Sales Navigator, Microsoft Defender for IoT (excluding any cloud-connected features), Azure SQL Edge, Azure Stack HCI, Azure Stack Hub, Microsoft Graph data connect for ISVs, Microsoft Genomics, and Visual Studio App Center Test. Each of these Online Services are governed by the privacy and security terms in the applicable Product-Specific Terms.

Software Products excluded from the DPA

Except as provided in the Product-Specific Terms, the terms of the DPA do not apply to: Internet based features in Software Products, Windows Desktop Operating System, Windows Server, and these Software Products as part of other Products. Each of these Products are governed by the privacy and security terms in the applicable Product-Specific Terms.

Non-Microsoft Products

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

DPA Terms Geography Exclusions

For Dynamics 365 and Power Platform online services, the specific terms of the DPA as noted in Appendix A stating "Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located." do not apply to the following geographies: United Arab Emirates and South Africa.

Core Online Services

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

Online Services	
Microsoft Dynamics 365 Core Services	The following services, each as a standalone service or as included in a Dynamics 365 branded plan or application: Dynamics 365 Customer Service, Dynamics 365 Customer Insights, Dynamics 365 Field Service, Dynamics 365 Business Central, Dynamics 365 Supply Chain Management, Dynamics 365 Intelligent Order Management, Dynamics 365 Finance, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Project Operations, and Dynamics 365 Sales. Dynamics 365 Core Services do not include (1) Dynamics 365 Services for supported devices or software, which includes but is not limited to Dynamics 365 for apps, tablets, phones, or any of these; (2) LinkedIn Sales Navigator; or (3) except as expressly defined in the licensing terms for the corresponding service, any other separately-branded service made available with or connected to Dynamics 365 Core Services.
Office 365 Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft 365-branded plan or suite: Cortana, Customer Lockbox, Exchange Online Archiving, Exchange Online Protection, Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft Planner, Microsoft Stream (Classic), Microsoft Teams, Microsoft To-Do, Microsoft Defender for Office 365, Office for the web, OneDrive for Business, Project, SharePoint, Sway, Viva Insights, Whiteboard, Yammer Enterprise, and Microsoft Copilot for Microsoft 365. Office 365 Services do not include Microsoft 365 Apps for enterprise, any portion of a PSTN service that operates outside of Microsoft's control, any client software, or any separately branded service made available with an Office 365 or Microsoft 365-branded plan or suite, such as a Bing or a service branded "for Office 365."
Microsoft 365 Compliance Services	The following services, each as a standalone service or as included in a Microsoft 365-branded plan or suite: Microsoft Purview Customer Lockbox, Microsoft Purview Data Loss Prevention, Microsoft Purview Customer Key, Microsoft Purview Data Lifecycle Management, Microsoft Purview Information Barriers, Microsoft Purview Privileged Access Management, Microsoft Purview Compliance Manager, Microsoft Purview Information Protection, Microsoft Information Governance, Microsoft Purview-Insider Risk Management, Microsoft Purview Communication Compliance, Microsoft Purview Records Management, Microsoft Purview eDiscovery, and Microsoft Purview Audit, Microsoft Priva Privacy Risk Management, and Microsoft Priva Subject Rights Request.
Microsoft Azure Core Services	Azure AI, Azure Active Directory B2C, Anomaly Detector, API Management, App Service (API Apps, Logic Apps, Mobile Apps, WebJobs, Functions), Lab Services, Application Gateway, Azure Monitor, Automation, Azure API for FHIR, Azure App Configuration, Azure AI Bot Service, Azure Cache for Redis, Azure AI Search, Azure Container Apps, Azure Container Instances, Azure Container Registry (ACR), Azure Cosmos DB, Azure Data Explorer, Azure Database for MySQL, Azure Database for PostgreSQL, Azure Databricks, Azure DevOps, Azure DNS, Microsoft Entra ID, Azure Event Grid, Microsoft Fabric, Azure Firewall, Azure AI Document Intelligence, Azure Health Data Services, Azure AI Immersive Reader, Azure Kubernetes Service, Azure Managed Grafana, Azure Machine Learning, Azure AI Metrics Advisor, Azure NetApp Files, Azure OpenAI Service, Azure Red Hat OpenShift, Azure VMware Solution, Microsoft Purview Data Map, Microsoft Purview Data Catalog, Microsoft Purview Data Estate Insights, Microsoft Purview Data Policies, Microsoft Purview Data Sharing, Azure Resource Manager, Azure Spring Apps, Azure Time Series Insights, Azure AI Video Indexers, Azure Web PubSub, Backup, Batch, Cloud Services, Computer Vision, Content Moderator, Azure AI Custom Vision, Data Factory, Data Lake Analytics, Data Lake Store, Event Hubs, Express Route, Face, HDInsight, Import/Export, IoT Hub, Key Vault, Language Understanding, Load Balancer, Azure Machine Learning Studio (classic), Media Services, Microsoft Azure Portal, Notification Hubs, Azure AI Personalizer, Power BI Embedded, QnA Maker, Microsoft Defender for Cloud, Service Bus, Service Connector, Service Fabric, Azure SignalR Service, Site Recovery, Speech Services, SQL Database, SQL Managed Instance, SQL Server Stretch Database, Storage, StorSimple, Stream Analytics, Synapse Analytics, Text Analytics, Traffic Manager, Azure AI Translator, Virtual Machines, Virtual Machine Scale Sets, Virtual Network, and VPN Gateway.
Microsoft Defender for Cloud Apps	The cloud service portion of Microsoft Defender for Cloud Apps (formerly Microsoft Cloud App Security).
Microsoft Intune Online Services	The cloud service portion of Microsoft Intune.
Microsoft Power Platform Core Services	The following services, each as a standalone service or as included in an Office 365 or Microsoft Dynamics 365 branded plan or suite: Microsoft Power BI, Microsoft Power Apps, Microsoft Power Automate, Microsoft Power Pages, and Microsoft Copilot Studio. Microsoft Power Platform Core Services do not include any client software, including but not limited to Power BI Report Server, the Power BI, PowerApps or Microsoft Power Automate mobile applications, Power BI Desktop, or Power Apps Studio.

Online Services	
Microsoft Defender for Endpoint Services	The cloud services portion of Microsoft Defender for Endpoint.
Microsoft Defender XDR	The cloud service portion of Microsoft Defender XDR.
Windows 365	The cloud service portion of Windows 365, excluding the Windows operating system running on Windows 365 Cloud PCs.

Security Practices and Policies for Core Online Services

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

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

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

Location of Customer Data at Rest for Core Online Services

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

- **Office 365 Services.** If Customer provisions its tenant in Australia, Brazil, Canada, the European Union, France, Germany, India, Japan, Norway, Qatar, South Africa, South Korea, Sweden, Switzerland, the United Kingdom, the United Arab Emirates, or the United States, Microsoft will store the following Customer Data at rest only within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), (2) SharePoint Online site content and the files stored within that site, (3) files uploaded to OneDrive for Business, (4) Microsoft Teams chat messages (including private messages, channel messages, meeting messages and images used in chats), and for customers using Microsoft Stream (Classic) (on SharePoint) meeting recordings, and (5) any stored content of interactions with Microsoft Copilot for Microsoft 365 to the extent not included in the preceding commitments. If Customer purchases an Advanced Data Residency subscription, then Microsoft will store certain Customer Data at rest in the applicable Geo in accordance with this section and the "Advanced Data Residency Commitments" section of the product documentation at <https://aka.ms/adroverview>.
- **Microsoft Intune Online Services.** When Customer provisions a Microsoft Intune tenant account to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Intune Trust Center.
- **Microsoft Power Platform Core Services.** When Customer provisions a Power Platform Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Power Platform Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations. Refer to the Microsoft Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release) for more details.
- **Microsoft Defender for Cloud Apps.** If Customer provisions its tenant in the European Union or the United States, Microsoft will store Customer Data at rest only within that Geo, except as described in the Microsoft Defender for Cloud Apps Trust Center.
- **Microsoft Dynamics 365 Core Services.** When Customer provisions a Dynamics 365 Core Service to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo, except as described in the Microsoft Dynamics 365 Trust Center.

- **Microsoft Defender for Endpoint Services.** When Customer provisions a Microsoft Defender for Endpoint tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender for Endpoint Trust Center.
- **Microsoft Defender XDR.** When Customer provisions a Microsoft Defender XDR tenant to be deployed within an available Geo, then, for that service, Microsoft will store Customer Data at rest within that specified Geo except as noted in the Microsoft Defender XDR Trust Center.
- **Windows 365.** When a Windows 365 tenant is deployed within an available Geo, then, for that tenant, Microsoft will store Customer Data at rest within that specified Geo. If Customer provisions Windows 365 Cloud PCs within the same tenant to different available Geos, then, for each Cloud PC, Microsoft will store Cloud PC Customer Data at rest within that specified Geo.

EU Data Boundary Services

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

EU Data Boundary Services	
Azure	Azure services that enable deployment in a region within the EU Data Boundary and the following non-regional services: Azure Active Directory B2C, Azure Advisor, Azure Bot Service, Cloud Shell, Azure Communication Services, Azure Data Box, Azure DNS, Microsoft Entra ID, Microsoft Fabric, Azure Kubernetes Service on Azure Stack HCI, Azure Lighthouse, Azure Migrate, Azure Monitor, Azure Resource Mover, Azure Service Health, Azure Sphere, Azure Stack Edge, Azure Stack HCI, Azure Stack Hub, Azure Virtual Desktop, Azure VM Image Builder, Power BI Embedded, Traffic Manager, Translator
Dynamics 365	Dynamics 365 Business Central, Dynamics 365 Commerce, Dynamics 365 Customer Insights, Dynamics 365 Customer Service, Dynamics 365 Customer Voice, Dynamics 365 Field Service, Dynamics 365 Finance, Dynamics 365 Guides, Dynamics 365 Intelligent Order Management, Dynamics 365 Project Operations, Dynamics 365 Remote Assist, Dynamics 365 Sales, Dynamics 365 Supply Chain Management
Microsoft 365	Cortana, Customer Lockbox, Exchange Online, Exchange Online Archiving for Exchange Online, Microsoft Bookings, Microsoft Forms, Microsoft MyAnalytics, Microsoft Planner, Microsoft StaffHub, Microsoft Stream (Classic) (on SharePoint), Microsoft Teams, Microsoft To-Do, Office for the web, Online Services provided as part of Microsoft 365 Apps, OneDrive for Business, SharePoint Online, Sway, Whiteboard, Yammer Enterprise, Microsoft Copilot for Microsoft 365, Communications Compliance, eDiscovery and Audit, Insider Risk Management, Information Barriers, Microsoft Purview Data Loss Prevention, Microsoft Intune, Priva Privacy Risk Management, Priva Subject Rights Management, Microsoft Viva Answers, Microsoft Viva Connections, Microsoft Viva Engage, Microsoft Viva Glint, Microsoft Viva Goals, Microsoft Viva Insights, Microsoft Viva Learning, Microsoft Copilot for Sales, and Microsoft Viva Topics
Power Platform	Microsoft Power Apps, Microsoft Power Automate, Microsoft Power BI, Microsoft Power Pages, Microsoft Copilot Studio

Location of Customer Data for EU Data Boundary Services

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

Customer must configure EU Data Boundary Services as follows:

- For **Azure**, Customer must deploy the service into an Azure region located within the EU Data Boundary. See Data Residency in Azure (<https://azure.microsoft.com/explore/global-infrastructure/data-residency>) for more information. For services that do not enable deployment into a specified Azure region, Customer must follow the instructions at Configuring Azure non-regional services for the EU Data Boundary (<https://learn.microsoft.com/privacy/eudb/eu-data-boundary-configure-azure-nonregional-services>).
- For **Dynamics 365 and Power Platform**, if Customer provisions a tenant with a billing address in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary if Customer also creates all of its environments within a Geo inside the EU Data Boundary.
- For **Microsoft 365**, if Customer provisions a tenant in the EU or EFTA, that tenant will be in-scope for the EU Data Boundary, except for those tenants where Customer has also purchased the Microsoft 365 Multi-Geo Capabilities add-on that enables customers to expand Microsoft 365 tenant presence to multiple geographic regions or countries (<https://learn.microsoft.com/microsoft-365/enterprise/microsoft-365-multi-geo?view=o365-worldwide>).

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

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

CAL Suites and CAL Suite Bridges

Availability

Product	Program Attribute
Core CAL Suite (Device and User)	Enterprise Product
Core CAL Suite Bridge for Microsoft Intune (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)	Enterprise Product
Enterprise CAL Suite Bridge for Office 365 (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 (User SL)	Enterprise Product
Enterprise CAL Bridge for Enterprise Mobility + Security (User SL)	Enterprise Product
Enterprise CAL Suite (Device and User)	Enterprise Product
Enterprise CAL Suite Bridge for Microsoft Intune (User SL)	Enterprise Product
Core CAL Suite Bridge for Enterprise Mobility+ Security (User SL)	Enterprise Product
Core CAL Suite Bridge for Office 365 and Microsoft Intune (User SL)	Enterprise Product

Product Conditions:

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

Product Conditions - General	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Reduction Eligible	Core and Enterprise CAL Suite Bridge (all types). See CAL Suite Bridge section below.
Qualified User Exemption	None

Process to Determine Applicable Use Rights for CAL Suites

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

Components of CAL Suite

Refer to [CAL and ML Equivalency Licenses](#) for the current components of the Core CAL Suite and the Enterprise CAL Suite.

CAL Suite Bridge

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

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

Use Rights

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

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

License Model

Per Core/CAL

Server Licenses (per core)

- Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Server](#) licenses as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses per Physical Processor](#) and a minimum of 16 [Licenses per Server](#).
- Datacenter edition permits use of the server software in any number of [OSEs](#) on the [Licensed Server](#).
- Standard edition:
 - Standard edition permits use of the server software in two [OSEs](#) on the [Licensed Server](#).

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

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

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

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

Access Licenses

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

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Management Servers

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

Server Management Licenses (per core)

1. Customer may use the software on Azure or a Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server Licenses as described below.
2. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.
3. Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
4. Standard edition:
 - Standard edition permits use of the software to Manage up to two OSEs on the Licensed Server.

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

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

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

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

Client Management Licenses (per OSE or user)

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

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

Management Licenses are not required for:

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

Data Sets

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

Software Assurance

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

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

Extended Use Rights for Microsoft 365 Customers

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

Online Services Included with Enterprise CAL Suite

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

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Infrastructure and Other Servers

System Center

System Center Server

Availability

Product	Date Available	Program Attribute
System Center 2022 Standard Server Management License (2-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Datacenter Server Management License (16-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Standard Server Management License (16-packs of Core Licenses)	4/22	Additional Product
System Center 2022 Datacenter Server Management License (2-packs of Core Licenses)	4/22	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

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

Use Rights

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

Use Rights	
License Terms	Universal License Terms for all Software

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

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

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

SQL Server Technology

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

Windows Server Containers

Customer may Manage any number of [OSEs](#) instantiated as [Windows Server Containers](#) on the [Licensed Server](#).

License Model

Management Servers

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

Server Management Licenses (per core)

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

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

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

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

Client Management Licenses (per OSE or user)

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

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License - System Center 2022 Standard

Server Management License
System Center 2022 Standard Management License

Management License - System Center 2022 Datacenter

Server Management License
System Center 2022 Datacenter Management License

Software Assurance

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

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

System Center Data Protection Manager

Availability

Product	Date Available	Program Attribute
System Center 2019 Data Protection Manager per OSE (Client ML)	3/19	Additional Product
System Center 2019 Data Protection Manager per User (Client ML)	3/19	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

- Customer may use the software on Azure or a [Server](#) to [Manage OSEs](#) on a [Licensed Server](#), provided it acquires sufficient [Server Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#), subject to a minimum of 8 [Licenses per Physical Processor](#) and a minimum of 16 [Licenses per Server](#).
- Datacenter edition permits use of the server software to [Manage](#) any number of [OSEs](#) on the [Licensed Server](#).

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

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

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

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

Client Management Licenses (per OSE or user)

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

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client <u>Management</u> License
System Center 2019 Data Protection Manager License (User or OSE)

Software Assurance

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

Software Assurance	
<u>SA Benefits</u>	Server
<u>Disaster Recovery</u>	None

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

System Center Data Protection Manager Current Branch Rights

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

System Center Operations Manager

Availability

Product	Date Available	Program Attribute
System Center 2022 Operations Manager per OSE (Client ML)	4/22	Additional Product
System Center 2022 Operations Manager per User (Client ML)	4/22	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software included in the Product in one [OSE](#) on a [Server](#) for the limited purpose of supporting that Product and any other Product that includes SQL Server database software. [Servers](#) that are under

the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause.

License Model

Management Servers

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

Server Management Licenses (per core)

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

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

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

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

Client Management Licenses (per OSE or user)

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

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2022 Operations Manager License (User or OSE)

Software Assurance

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

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

System Center Operations Manager Current Branch Rights

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

System Center Orchestrator

Availability

Product	Date Available	Program Attribute
System Center 2022 Orchestrator per User (Client ML)	4/22	Additional Product
System Center 2022 Orchestrator per OSE (Client ML)	4/22	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

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

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

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

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

Client Management Licenses (per OSE or user)

- Customer may use the software on Azure or a [Server](#)* to [Manage](#) an [OSE](#) on a [Licensed Device](#) or [OSEs](#) on devices used by a [Licensed User](#) for each Client Management License it acquires.
- [OSEs](#) running operating systems other than [Server operating systems](#) require Client Management Licenses or [Management License Equivalent Licenses](#).

- The number of Client Management Licenses required depends on [License](#) type (per [OSE](#) or user) assigned.
- Management of an [OSE](#) accessed by more than one user requires an [OSE](#) Client Management License or a User Client Management License for each user.

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License
System Center 2022 Orchestrator License (User or OSE)

Software Assurance

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

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

System Center Service Manager

Availability

Product	Date Available	Program Attribute
System Center 2022 Service Manager per User (Client ML)	4/22	Additional Product
System Center 2022 Service Manager per OSE (Client ML)	4/22	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

SQL Server Technology

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

License Model

Management Servers

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

Server Management Licenses (per core)

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

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

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

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

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

Client Management Licenses (per OSE or user)

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

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

Management License

Client Management License	
System Center 2022 Service Manager License (User or OSE)	
Microsoft Identity Manager 2016 CAL (User)	
Microsoft Entra ID (P1 and P2) User SL	

Software Assurance

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

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

System Center Service Manager Current Branch Rights

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

Advanced Threat Analytics

Availability

Product	Date Available	Program Attribute
Advanced Threat Analytics 2016 Client Management License per OSE	8/15	Additional Product
Advanced Threat Analytics 2016 Client Management License per User	8/15	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Country Restrictions

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

Use Rights

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

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

Usage Requiring a Management License

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

Third Party Licensing Terms for Open Source Components

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

License Model

Management Servers

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

Server Management Licenses (per core)

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

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

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

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

Client Management Licenses (per OSE or user)

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

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

Management Licenses are not required for:

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

Data Sets

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

Access Licenses

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

Software Assurance

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

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

Azure FXT Edge Filer

Availability

Product	Date Available	Program Attribute
Azure FXT Edge Filer Add-on Subscription License (SL)	6/19	Additional Product
Azure FXT Edge Filer Subscription License (SL)	6/19	Additional Product, Server and Tools Product

Product Conditions:

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

Product Conditions - General	
Prior Version	None
Product Pool	Server
Prerequisite	Add-on SL (Azure Edge Filer SL)

Product Conditions - Program Specific	
Reduction Eligible:	Yes
Reduction Eligible (SCE):	Yes
Qualified User Exemption	None

Azure FXT Edge Filer Add-on SL

For each Azure FXT Edge Filer SL it acquires, Customer may acquire one Add-on SL.

Use Rights

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

Use Rights	
License Terms	Universal License Terms for all Software
Down Editions	None
Included Technologies	Windows Software Components
Notices	None

No Buy-out Option

Notwithstanding anything to the contrary in Customer's Enrollment, there is no buy-out option for the Product.

Storing Processed Data on Amazon S3

Customer must acquire the Add-on SL in addition to the base Azure FXT Edge Filer SL in order to access Amazon S3 for the purpose of storing and retrieving data.

Data Collection

The [Data Protection Addendum](#) applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features

License Model

Specialty Servers

Server Licenses (per Instance)

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

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

Software Assurance

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

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

BizTalk Server

Availability

Product	Date Available	Program Attribute
BizTalk Server 2020 Branch Edition	1/20	Additional Product,Server and Tools Product
BizTalk Server 2020 Enterprise Edition	1/20	Additional Product,Server and Tools Product
BizTalk Server 2020 Standard Edition	1/20	Additional Product,Server and Tools Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	All
Reduction Eligible (SCE)	All (except Branch IDC)

Use Rights

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

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

BizTalk Server Branch and Standard Edition

Use Limitation

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

Office Web Component

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

BizTalk Server Branch Edition

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

- act as the central node in a "hub and spoke" networking model,
- centralize enterprise-wide communications with other Servers or devices; or

- automate business processes across divisions, business units, or branch offices.

Licensing Use of Host Integration Server (HIS)

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

Additional Software:

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

License Model

Per Core

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

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

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

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

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

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

Software Assurance

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

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

BizTalk Server 2020 Enterprise – Unlimited Virtualization

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

BizTalk Server Feature Packs

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

Core Infrastructure Server

Availability

Product	Program Attribute
Core Infrastructure Server Suite Standard (16-packs of Core Licenses)	Additional Product,Server and Tools Product
Core Infrastructure Server Suite Datacenter (16-packs of Core Licenses)	Additional Product,Server and Tools Product
Core Infrastructure Server Suite Standard (2-packs of Core Licenses)	Additional Product,Server and Tools Product
Core Infrastructure Server Suite Datacenter (2-packs of Core Licenses)	Additional Product,Server and Tools Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None
Reduction Eligible (SCE)	All

Software Included with CIS Suite Standard

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

Software Included with CIS Suite Datacenter

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

Use Rights

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

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

Applicable Use Rights

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

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

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

Server License and Management License Assignment

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

Additional Terms

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

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

Software Assurance

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

Software Assurance	
SA Benefits	Server
Disaster Recovery	All Editions
License Mobility	None
Migration Rights	Product List - March 2014 , Product Terms - October and December 2016
Roaming Rights	None
Self Hosting	All Editions
SA Equivalent Rights	Yes
Prerequisite (SA)	See Software Assurance Benefits

Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the [Microsoft Azure Services](#) Product Entry for deploying Windows Server images on Microsoft Azure.

Semi-Annual Channel Releases

Customers with active SA on CIS Suite Standard or Datacenter [Licenses](#), and on Windows Server Base Access Licenses and Windows Server Additive Access Licenses (as appropriate) may install, use, and Manage Semi-Annual Channel releases (including both Pilot and Broad releases) on [Licensed Servers](#).

Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)

Current Branch Rights

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

Software Assurance Rights and Benefits for Subscription Licenses

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

Server and Cloud Enrollment (SCE) - Right to manage OSEs on Microsoft Azure under CIS Suite Licenses

SCE Customers who have met the enrollment coverage requirements and are licensed for and using CIS Suite to manage [OSEs](#) in their own data centers, may also use System Center software licensed under CIS Suite to manage their qualifying [Virtual OSEs](#) running within Microsoft Azure. For every 16 CIS Suite core [Licenses](#) or each CIS Suite processor [License](#) covered by a customer's SCE, the customer may manage up to 10 qualifying [Virtual OSEs](#) running within Microsoft Azure. Qualifying [Virtual OSEs](#) include:

- Windows Server Virtual Machine Instances (including Instances deployed under Azure HUB)
- Cloud Services instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites instances

Software Assurance Renewal Offer for Windows Server and System Center

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

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

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

Microsoft Identity Manager

Availability

Product	Date Available	Program Attribute
Microsoft Identity Manager 2016 CAL (User)	8/15	Additional Product
Microsoft Identity Manager 2016 External Connector	8/15	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

Additional Software

Additional Software - Microsoft Identity Manager
Client Software

License Model

Per Core/CAL

Server Licenses (per core)

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

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

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

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

Access Licenses

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

Software Assurance

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

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

Microsoft Dynamics 365 On-premises

Availability

Product	Date Available	Program Attribute
Dynamics 365 Team Members On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Operations Server	6/17	Additional Product
Dynamics 365 Sales On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Operations Activity On-premises CAL (User)	6/17	Additional Product
Dynamics 365 Customer Service On-premises CAL (Device and User)	12/16	Additional Product
Dynamics 365 Operations On-premises CAL (User)	6/17	Additional Product
Dynamics 365 Operations Device On-premises CAL (Device)	6/17	Additional Product

Product Conditions:

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

Product Conditions - General	
Prior Version	Dynamics CRM 2016 (12/15), Dynamics CRM 2015 (12/14), Dynamics AX 2012 R3 (5/14), Dynamics AX 2012 R2 (12/12)
Product Pool	Server

Product Conditions - General	
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

Use rights for Dynamics 365 for Operations Servers

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

Use rights for Dynamics 365 On-Premises

Server Use Rights for Dynamics 365 CALs

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

Eligibility for Qualified Offers

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

Dynamics 365 for Team Members CALs

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

Additional Software

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

License Model

Server/CAL

Server Licenses (per Instance)

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

Access Licenses

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

Access Licenses

Dynamics 365 On-premises Server Software Access

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

Software Assurance

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

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

Software Assurance	
Prerequisite (SA)	See Software Assurance Benefits

Dynamics 365 Server Rights

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

Dynamics 365 for Operations Server Rights

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

Dynamics 365 Operations Server Fail-over Rights

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

Localization and Updates

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

Unified Service Desk (USD)

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

Dynamics CustomerSource

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

Office Applications

Office Desktop Applications (Windows)

Availability

Product	Date Available	Program Attribute
Work at Home for Office LTSC Professional Plus 2021	10/21	Additional Product
Visio LTSC Professional 2021	10/21	Additional Product
Skype for Business LTSC 2021	10/21	Additional Product
Work at Home for Office LTSC Standard 2021	10/21	Additional Product
Office Multi Language Pack 2013	10/12	Additional Product
Visio LTSC Standard 2021	10/21	Additional Product
Project Professional 2021	10/21	Additional Product
Project Standard 2021	10/21	Additional Product
Office LTSC Professional Plus 2021	10/21	Enterprise Product

Product Conditions:

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

Product Conditions - General	
Prior Version	Office 2019 and Office 2019 Applications (10/18)
Product Pool	Application
Promotions	None

Work at Home

A Work at Home License may be acquired for the Qualifying Products in the table below. The [Primary User](#) of the Qualifying Product may install and use the Work at Home software on one device outside of Customer's or its Affiliates' premises (e.g., at the user's home).

Qualifying Product(s)	Qualifying Work at Home License
Office LTSC Standard 2021	Work at Home for Office LTSC Standard 2021
Office LTSC Professional Plus 2021	Work at Home for Office LTSC Professional Plus 2021

Platform Independent

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

Office Online Server

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

Use Rights

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

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

License Model

Desktop Applications

Device License

- Customer may install any number of copies of the software on a [Licensed Device](#) and on any [Server](#) for each [License](#) it acquires. Any [Server](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause.
- Unless Customer licenses the software as an Enterprise Product or on a company-wide basis, it may also install the software on a single portable device for use by the [Primary User](#) of the [Licensed Device](#).

3. Any number of users may use the software running on a [Licensed Device](#), but only one user may access and use the software at a time.
4. Remote use of the software running on a [Licensed Device](#) is permitted for the [Primary User](#) from any device or for any other user from another [Licensed Device](#).
5. Remote use of the software running on a [Server](#) is permitted for any user from a [Licensed Device](#).

Media Elements and Templates

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

Software Assurance

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

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

Office Servers

Project Server

Availability

Product	Date Available	Program Attribute
Project Server Subscription Edition	11/21	Additional Product
Project Server Subscription Edition CAL (Device and User)	11/21	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

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

Additional Software

Project Server
Software Development Kit

License Model

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Access Licenses

Server Software Access

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

Software Assurance

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

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

SharePoint Server

Availability

Product	Date Available	Program Attribute
SharePoint Server Subscription Edition	11/21	Additional Product,Server and Tools Product
SharePoint Server Subscription Edition Enterprise CAL (Device and User)	11/21	Additional Product,Server and Tools Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

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

Additional Software

SharePoint Server
Software Development Kit

License Model

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Access Licenses

SharePoint Server Subscription Edition Server Software Access

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

Additional SharePoint Server Functionality Associated with SharePoint Enterprise CAL

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

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

CAL Waiver for Users Accessing Publicly Available Content

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

Software Assurance

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

Software Assurance
SA Benefits Server

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

Exchange Server

Availability

Product	Date Available	Program Attribute
Exchange Server Enterprise 2019	10/18	Additional Product
Exchange Server Standard 2019	10/18	Additional Product
Exchange Server Enterprise 2019 CAL (Device and User)	10/18	Additional Product

Product Conditions:

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

Product Conditions - General	
Prior Version	Exchange Server 2016 (10/15)
Product Pool	Server
Promotions	None

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

Use Rights

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

Additional Software

Exchange Server - all editions
Exchange Management Tools

License Model

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Exchange Server 2019 Standard CAL
Exchange Online (Plan 1/1G/2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Additional Functionality Associated with Exchange Enterprise CAL

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

Additive Access License
Exchange Server 2019 Enterprise CAL
Exchange Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer CAL and ML Equivalency Licenses)

Software Assurance

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

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

Exchange Enterprise CAL with Services 2019 Supplemental Terms and Conditions

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

Exchange Online Voice Mail Service

Customers with active SA coverage for Exchange Server Standard 2019 or Exchange Server Enterprise 2019 may use the Exchange Online Voice Mail Service of Cloud Voicemail to access voice messages from Outlook. Use of this Online Service is subject to [Exchange Online](#) terms.

Skype for Business Server

Availability

Product	Date Available	Program Attribute
Skype for Business Server 2019	10/18	Additional Product
Skype for Business Server 2019 Plus CAL (Device and User)	10/18	Additional Product,Enterprise Product
Skype for Business Server 2019 Enterprise CAL (Device and User)	10/18	Additional Product
Skype for Business Plus CAL (User SL)		Additional Product,USGCC

Product Conditions:

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

Product Conditions - General	
Prior Version	Skype for Business Server 2015 (5/15), Skype for Business Server 2015 Standard, Enterprise and Plus CALs (5/15)
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

Additional Software

Additional Software - Skype for Business Server		
Administrative Tools	Archiving and Monitoring Server Role	Audio/Video Conferencing Server Role
Autodiscovery Service Role	Central Management Server Role	Director Role
Edge Server Role	Skype for Business Web App Server Role	Mediation Server Role
Microsoft Skype Web App	Microsoft Skype for Business Server 2019 Control Panel	PowerShell Snap-in
Reach Application Sharing Server Role	Mobility Service Role	Video Interop Server Role

Additional Software - Skype for Business Server		
Topology Builder	Unified Communications Application Server Role	
Web Conferencing Server Role	Central Management Server Role	

License Model

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Access Licenses

Server Software Access

Base Access License
Skype for Business Server 2019 Standard CAL
Skype for Business Online (Plan 1/1G/1A/2/2G/2A) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Enterprise CAL

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

Additive Access License
Skype for Business Server 2019 Enterprise CAL
Skype for Business Online (Plan 2/2A/2G) User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Additional Functionality Associated with Skype for Business Server Plus CAL

Voice Telephony and Call Management

Additive Access License
Skype for Business Server 2019 Plus CAL
Skype for Business Plus CAL User SL
Microsoft Teams Phone Standard User SL
CAL Equivalent License (refer to CAL and ML Equivalency Licenses)

Software Assurance

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

Software Assurance	
SA Benefits	Server
Disaster Recovery	Skype for Business Server
License Mobility	Server licenses only
Migration Rights	Product List - April 2015
Roaming Rights	None
Self Hosting	None
SA Equivalent Rights	None
Prerequisite (SA)	See Software Assurance Benefits

SQL Server

Availability

Product	Program Attribute
SQL Server ESU (Standard and Enterprise, Server and Core)	Additional Product,Server and Tools Product
SQL Server 2022 Standard Core (2-packs of Core Licenses)	Additional Product,Server and Tools Product
SQL Server 2022 Enterprise	Additional Product
SQL Server 2022 Standard	Additional Product,Server and Tools Product
SQL Server 2022 CAL	Additional Product,Server and Tools Product
SQL Server 2022 Enterprise Core (2-packs of Core Licenses)	Additional Product,Server and Tools Product

Product Conditions:

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

Product Conditions - General	
Prior Version	SQL Server 2019 (11/19)
Product Pool	Server - All editions
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	Per Core Products only
Reduction Eligible (SCE)	All editions

SQL Server Enterprise (Server/CAL)

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

SQL Server Parallel Data Warehouse

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

Use Rights

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

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

Automatic Updates to Previous Versions of SQL Server

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

SQL Server Platform Selection

SQL Server [Licenses](#) are platform agnostic and permit deployment and use on Windows or Linux platforms.

Running Instances for Standard Edition

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

Distributed Availability Groups Use Limitations for Standard Edition

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

Fail-Over Servers for Parallel Data Warehouse (PDW)

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

Use of SQL Server with Container Technology

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

Data Collection

The [Data Protection Addendum](#) applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features.

Additional Software

Additional Software - all editions (except Parallel Data Warehouse)		
Client Quality Connectivity	Client Tools Backwards Compatibility	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools - Basic	Management Tools - Complete

Additional Software - all editions (except Parallel Data Warehouse)		
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

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

License Model

Per Core

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

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

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

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

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

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

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Access Licenses

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

Server Software Access

Base Access License
SQL Server 2022 CAL

Software Assurance

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

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

SQL Server Enterprise Core - Unlimited Virtualization

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

SQL Server Standard/Enterprise Core - Unlimited Containers

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

SQL Server - Fail-over Rights

For each of its [Primary Workloads](#), Customer is entitled to:

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

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

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

[Fail-over OSEs](#) permitted for disaster recovery must be asynchronous and manual. [Fail-over OSEs](#) may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads. The number of licenses that otherwise would be required for a [Fail-over](#)

OSE must not exceed the number of licenses required for the corresponding Primary Workload. These fail-over rights require SA for both the Licensed Server and CALs, if any, and do not apply when Customer deploys SQL Software under License Mobility through SA.

Use of SQL on Microsoft Azure

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

Use of Power BI Report Server - SQL Server Enterprise Edition

Customer may run Power BI Report Server software on the Licensed Server, on any allowed Fail-over OSE in accordance with those same limits, or in Azure. Customer may run the software on a maximum numbers of cores equal to the number of SQL Server Enterprise Edition Core Licenses with active SA assigned to the Licensed Server, subject to a minimum of four core licenses per OSE. Alternatively, if the software is run in Azure, Customer must allocate one SQL Server Enterprise Edition Core License with active SA per virtual core, subject to a minimum of four core licenses per OSE. Use is additionally subject to the applicable terms of Customer's volume license agreement. A Power BI Pro User SL is required to publish shared Power BI reports using the Power BI Report Server. This right expires upon expiration of Customer's SA coverage.

Extended Security Updates

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

SQL Server Enterprise Core - Parallel Data Warehouse Feature Updates

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

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

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

Virtual Desktop Infrastructure (VDI Suite)

Availability

Product	Date Available	Program Attribute
VDI Suite with MDOP	4/12	Additional Product
VDI Suite	4/12	Additional Product

Use Rights

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

Visual Studio

Visual Studio Subscriptions

Availability

Product	Date Available	Program Attribute
Visual Studio Test Professional 2022 Subscription	11/21	Additional Product,Server and Tools Product
Visual Studio Professional 2022 Subscription	11/21	Additional Product
MSDN Platforms	6/13	Additional Product,Server and Tools Product

Visual Studio Enterprise 2022 Subscription	11/21	Additional Product,Server and Tools Product
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Product Conditions:

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

Product Conditions - General	
Prior Version	Visual Studio 2019 (3/19)
Product Pool	Applications
Promotions	None

Product Conditions - Program Specific	
Qualified User Exemption	None
Reduction Eligible (SCE)	All

License Grant for SQL Server Parallel Data Warehouse Developer

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

License Grant for Azure DevOps Server 2022

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

Microsoft Azure Services

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

Azure Virtual Desktop

Refer to the Azure Virtual Desktop section of the [Microsoft Azure Services](#) for rights to access Azure Virtual Desktop virtual machines.

Use Rights

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

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

Third Party Licensing Terms for Open Source Components

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

Build Devices and Visual Studio Build Tools

Customer may install copies of the files from Visual Studio Professional, Visual Studio Enterprise, or from Visual Studio Build Tools onto its build devices, including physical devices and virtual machines or containers on those devices, whether on-premises or remote devices that are dedicated solely to Customer's use, or hosted on Microsoft Azure for Customer, (collectively, "Build Devices"). Dedicated devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the [Outsourcing Software Management](#) clause. Customer and others in its organization may use these files on its Build Devices solely to compile, build, and verify programs developed by using Visual Studio Professional or Visual Studio Enterprise, or to run quality or performance tests of those programs as part of the build process.

Utilities

Customer may copy and install the Utilities listed at <https://aka.ms/vs/16/utilities> onto its devices solely to debug and deploy Customer's programs and databases that Customer develops with Visual Studio Professional and Visual Studio Enterprise. Utilities are designed for temporary use. Microsoft may not be able to patch or update Utilities separate from the Visual Studio software, and some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. Customer should delete all the Utilities installed onto a device when it finishes debugging or deploying its programs and databases. Microsoft is not responsible for any third-party use or access of devices, or of the programs or databases on devices, on which the Utilities have been installed.

Developing Extensions

Limits on Extensions.

Customer may not develop or enable others to develop extensions for Visual Studio Professional or Visual Studio Enterprise (or and other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, Customer may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in the Visual Studio family of products.

No Degrading the Software.

If Customer develops an extension for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products), Customer must test the installation, uninstallation, and operation of its extension to ensure that such processes do not disable any features or adversely affect the functionality of Visual Studio Professional or Visual Studio Enterprise (or such component) or of any previous version or edition thereof.

Office Professional Plus 2019 – Visual Studio Enterprise Subscription

Each [Licensed User](#) of Visual Studio Enterprise Subscription may also install and use one copy of Office Professional Plus 2019 or Microsoft 365 Apps for enterprise for production use. Except as provided here, the [Office Desktop Applications \(Windows\)](#) terms applies to the [Licensed User's](#) use of Office Professional Plus 2019 and the [Microsoft 365 Applications](#) terms applies to [Licensed User's](#) use of Microsoft 365 Apps for enterprise.

Distributable Code

Visual Studio Professional and Visual Studio Enterprise contains code and text files that Customer is permitted to distribute in programs it develops while using such software.

Right to Use and Distribute.

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

- **Distributable List.** Customer may copy and distribute the object code form of code listed on the Distributable List located at <https://aka.ms/vs/16/redistribution>.
- **Sample Code, Templates, and Styles.** Customer may copy, modify, 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.

Data Collection

The [Data Protection Addendum](#) applies to the Product, except (1) the DPA's statement of compliance with ISO 27001, ISO 27002, and ISO 27018 for processed data does not apply, and (2) use of all data processed by Internet-based Features is governed by the Microsoft Privacy Statement (aka.ms/privacy) and not the DPA, unless other terms accompany such Internet-based Features. Information on

connected experiences in Visual Studio, including how to disable access to such experiences, is available here: <https://docs.microsoft.com/visualstudio/ide/reference/connected-experiences?view=vs-2019>.

Code Inspection

The software includes an optional feature enabling inspection of binary code and reproduction of source code from binary code. Customer agrees to use such feature only to inspect or reproduce software as authorized by its owner or applicable law.

License Model

Developer Tools

User Licenses

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

Additional License Terms for Visual Studio Subscriptions

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

Running the Software on Microsoft Azure Services

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

Additional Requirements

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

Acceptance Testing and Feedback

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

Windows Server Remote Desktop Services

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

Windows Embedded Product

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

Data Collection

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

Software Assurance

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

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

Software Assurance Eligibility

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

Visual Studio Subscription Perpetual Rights

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

Azure DevOps Server

Availability

Product	Date Available	Program Attribute
Azure DevOps Server 2022 CAL (Device and User)	11/22	Additional Product,Server and Tools Product
Azure DevOps Server 2022 with SQL Server Technology	11/22	Additional Product,Server and Tools Product

Product Conditions:

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

Product Conditions - General	
Prior Version	Azure DevOps Server 2020 (10/20)
Product Pool	Server
Promotions	None
Product Conditions - Program Specific	
Qualified User Exemption	None

Use Rights

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

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

Usage Not Requiring CALs

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

SQL Server Technology

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

Third Party Licensing Terms for Open Source Components

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

Azure DevOps Server Build Services

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

Additional Software

Additional Software - Azure DevOps Server
Azure DevOps Server Build Services

License Model

Server/CAL

Server Licenses (per Instance)

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

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

Access Licenses

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

Access Licenses

Server Software Access

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

Additional Functionality

Test Plan

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

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

Windows Desktop Operating System

Availability

Product	Date Available	Program Attribute
Windows VDA E3 (SL)	12/14	Enterprise Product
Windows 7 ESU 2021 For M365 (Per Device)	4/19	Additional Product
Windows 7 ESU 2021 (Per Device)		Additional Product
Windows 11 Enterprise E3 (SL)	8/15	Enterprise Product
Windows 11 Enterprise E5 (SL)	8/16	Enterprise Product,USGCC
Windows 11 Enterprise (Per Device)	10/16	Enterprise Product
HEVC Codec (Per Device)		Additional Product
Windows 11 Enterprise E5 Per User Add-on (to Enterprise per device) (SL)	8/16	Enterprise Product,USGCC
Universal Print Volume Add-on (10K)		Additional Product,US GCC,US GCC High
Microsoft Defender for Endpoint Plan 1 (User SL)		Additional Product
Windows VDA E5 (SL)	5/17	Enterprise Product
Universal Print Volume Add-on (500)		Additional Product,US GCC,US GCC High

Windows 11 Enterprise E3 Per User Add-on (to Enterprise per device) (SL)	12/14	Enterprise Product
Universal Print (Per User)		Additional Product,US GCC,US GCC High
Windows VDA per device (SL)	7/07	Additional Product,Enterprise Product
Microsoft Defender for Endpoint Plan 2 (User SL)		Additional Product

Product Conditions:

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

Product Conditions - General	
Prior Version	Windows 10 Enterprise LTSC 2019 (10/18), Windows Embedded 8.1 Industry (4/14)
Product Pool	System
Promotions	None

Product Conditions - Program Specific	
Reduction Eligible	Add-ons, Additional Products
Qualified User Exemption	None

License Assignment for Windows Desktop Operating System Licenses

Per User License Assignment Eligibility (Excluding Virtual Desktop Access)

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

Per Device License Assignment Eligibility (Excluding Virtual Desktop Access)

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

Virtual Desktop Access (VDA) License Assignment Eligibility

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

Qualifying Operating Systems

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

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

Qualifying Operating Systems	Enterprise Agreement, Microsoft Products and Services Agreement, Select, Select Plus, Open Value	Microsoft Cloud Agreement and Microsoft Customer Agreement
Windows 10/11		
Enterprise, IoT Enterprise, Pro, Pro for Workstations	X	X
Education, Home		X (Academic licenses only)
Windows 8/8.1¹		
Enterprise, Pro, Windows Embedded 8/8.1 Pro/Industry Pro	X	

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

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

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

Qualifying Operating Systems	New Enterprise Agreement (EA)/Open Value Company Wide (OV-OW) ¹	Existing Enterprise Agreement (EA)/Open Value Company Wide (OV-OW)	Microsoft Products and Services Agreement (MPSA)/Select Plus/Open	Microsoft Cloud Agreement and Microsoft Customer Agreement	Academic and Charity
Windows 10/11					
Enterprise, Pro, Pro for Workstations	X	X	X	X	X
Education, Home				X (Academic licenses only)	X
Windows 8/8.1²					
Enterprise, Pro	X	X	X		X
Windows 8/8.1					X
Apple					
macOS ³	X		X		X
Windows Embedded Operating Systems					
Windows 10/11 IoT Enterprise	X	X	X	X	X
Windows 2000 Professional for Embedded Systems	X		X		X
Windows XP Professional for Embedded Systems	X		X		X
Windows Vista Business/Ultimate for Embedded Systems	X		X		X
Windows 7 Professional/Ultimate for Embedded Systems	X	X	X		X
Windows Embedded 8/8.1 Pro/Industry Pro	X	X	X		X

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

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

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

Restricted Use Qualifying OS for Per Device Licenses

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

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

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

Restricted Use Qualifying Operating Systems

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

Software Assurance Purchase Limitation for Restricted Use Qualifying Operating Systems

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

Mixing Per User and Per Device Licenses on Enterprise Enrollments

Customers may mix Windows Per Device and Per User licenses on Enterprise Enrollments if 1) all users of unlicensed Qualified Devices are licensed with Windows Per User, and 2) all Qualified Devices used by unlicensed users are licensed with Windows Per Device.

Third Party Re-imaging

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

Regional Fulfillment Options

Windows KN Editions

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

Windows N Editions (Not with Windows Media Player)

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

Automatic Updates

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

Windows 7 ESU (Extended Security Updates)

Customer may acquire Windows 7 ESU licenses on a per device basis. Devices running a local [OSE](#) covered by ESU or accessing [virtual OSEs](#) covered by ESU must be licensed with Windows 7 ESU for the respective year of coverage. Devices do not need an ESU license to access Windows 7 [OSEs](#) covered by ESU running on Azure Virtual Desktop. If Customer has one or more ESU licenses, devices do not need an ESU license to run or access Windows 7 [OSEs](#) covered by ESU when the [OSE](#) is licensed through a Visual Studio Subscription for development or test purposes. Windows 7 ESU 2020/2021/2022 for M365 licenses may only be assigned to devices with active Software Assurance or used exclusively by users with Windows Enterprise, VDA, or M365 SLs (that include Windows Enterprise). Windows 7 ESU 2020/2021/2022 licenses may be assigned to any device. Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for M365 licenses may only be assigned to devices also licensed with ESU(s) for the prior year(s).

Windows 7 ESU 2020 Entitlement for E5 Security Users

Users licensed with Microsoft 365 E5, Microsoft 365 E5 Security, or Microsoft 365 Security + Compliance SLs through an Enterprise Agreement or Enterprise Subscription Agreement, or users licensed on a Government Community Cloud tenant with all three component services of Microsoft 365 E5 (Windows Enterprise E5, Enterprise Mobility + Security E5, and Office 365 E5) through an Enterprise Agreement or Enterprise Subscription Agreement ("Qualified Users") may use up to five simultaneous devices to run a local [OSE](#) covered by Windows 7 ESU for 2020 or access [Virtual OSEs](#) covered by Windows 7 ESU for 2020. Customer may acquire Windows 7 ESU 2021 & 2022 and Windows 7 ESU 2021 & 2022 for Microsoft 365 licenses for such devices without the need to acquire the 2020 ESU license if the devices were used solely by Qualified Users for the duration of the ESU 2020 coverage period. These devices must be assigned ESU licenses for all respective years if used by any users not currently licensed with Microsoft 365 E5, Microsoft 365 E5 Security, or Microsoft 365 Security + Compliance SLs.

Universal Print Volume Add-on Prerequisites

License	License Prerequisites
Universal Print Volume Add-on	Microsoft 365 A3/A5/E3/E5/F3; Microsoft 365 Business Premium; Windows 11 Education A3/A5; Windows 11 Enterprise E3/E5; Universal Print

Use Rights

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

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

Additional License Terms for Online Services

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

Windows diagnostic data processor configuration

For Windows 10/11 Enterprise, Pro, and Education editions that support a Windows diagnostic data processor configuration, Microsoft is the processor for Windows diagnostic data collected from a device where such configuration is set. This configuration is set by joining a Microsoft Entra ID account to the device and taking any other necessary steps described in the Product documentation (www.aka.ms/wddprocessor). Except as provided above, Microsoft will continue to be a controller of [Personal Data](#) processed in connection with your use of Windows, including data processed by Microsoft in connection with Customer's use of service-based capabilities. When Microsoft is a controller, Microsoft will handle the [Personal Data](#) in accordance with the Microsoft Privacy Statement (www.aka.ms/privacy), and the [Data Protection Addendum](#) (www.aka.ms/DPA) terms do not apply.

Windows Local Use

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

Microsoft Entra ID Based Activation for Windows

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

Microsoft Defender for Endpoint

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

Windows Apps

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

Windows 11 Upgrade Benefit

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

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

Windows 11 Virtualization on Azure

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

Azure Virtual Desktop for Windows

Azure Virtual Desktop for Windows

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

Azure Virtual Desktop for Development and Test

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

Azure Virtual Desktop Per User Access Operating System

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

Windows 365 Operating System

Universal Terms. The following Universal License Terms for all Software do not apply to the Windows 365 operating system software: Rights to Use Other Versions and Lower Editions; Software Assurance; Outsourcing Software Management.

License Model

Desktop Operating Systems

Device License

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

Adobe Flash Player

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

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

Software Assurance Additional Use Rights

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

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

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

Windows Virtualization

Local Virtualization

Customer may run Windows software acquired through a volume licensing agreement on up to four [Virtual OSEs](#) locally on [Licensed Devices](#). This local use right applies to VDA Per Device licenses only if the [Licensed Device](#) is also licensed with a Qualifying Operating System. [Licensed Users](#) may run Windows software acquired through a volume licensing agreement on up to four [Virtual OSEs](#) locally

on devices licensed with a Qualifying Operating System. If all permitted [Virtual OSEs](#) are used Customer may use the [Physical OSE](#) only to host and manage the [Virtual OSEs](#).

Remote Virtualization

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

10.1" Screen Device Benefit

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

Windows Pro SA

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

Microsoft Desktop Optimization Pack (MDOP)

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

MDOP Eligibility

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

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

Rights to run Clustered HPC Applications

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

Software Assurance Lapse on Perpetual Licenses

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

Add-ons

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

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

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

Windows Desktop Operating System

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

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

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Windows Server

Windows Server Standard, Datacenter, and Essentials

Availability

Product	Date Available	Program Attribute
Windows Server 2022 Active Directory Rights Management Services External Connector	8/21	Additional Product
Windows Server ESU (Standard and Datacenter)		Additional Product, Server and Tools Product
Windows Server 2022 Standard (16-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 Remote Desktop Services CAL (Device and User)	8/21	Additional Product
Windows Server 2022 Standard (2-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 Datacenter (16-packs of Core Licenses)	8/21	Additional Product
Windows Server 2022 Active Directory Rights Management Services CAL	8/21	Additional Product
Windows Server 2022 Remote Desktop Services External Connector	8/21	Additional Product
Windows Server 2022 External Connector	8/21	Additional Product
Windows Server 2022 Datacenter (2-packs of Core Licenses)	8/21	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Qualified User Exemption	External Connectors

Windows Server Premium Assurance Add-on

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

Use Rights

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

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

Additional Terms for Windows Server 2019 Essentials

Limitations on Use

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

Using the Server Software

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

Windows Server 2019 Essentials Connector

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

Windows Server Active Directory Rights Management Services Access

Customer must acquire a Windows Server 2022 Active Directory Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2022 Active Directory Rights Management Services functionality.

Windows Server Containers without Hyper-V isolation with Windows Server 2022 Standard and Datacenter

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

Windows Server Datacenter: Azure Edition

Use Restriction

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

Windows Server Products data processing

Microsoft will be a controller of [Personal Data](#) processed in connection with your use of Windows Server Products. When Microsoft is a controller, Microsoft will handle the [Personal Data](#) in accordance with the Microsoft Privacy Statement (aka.ms/privacy), and the [Data Protection Addendum](#) terms do not apply. Please see the Product documentation for details on any processing of [Personal Data](#) in connection with Windows Server Products and Customer's configuration options.

Additional Software

Windows Server 2022
AD Migration Tool
GBUNIECN.EXE Utility

License Model

Per Core/CAL

Server Licenses (per core)

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

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

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

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

Access Licenses

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

Specialty Servers

Server Licenses (per Instance)

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

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

Access Licenses

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

Server Software Access

Base Access License
Windows Server 2022 CAL
CAL Equivalent License (refer to CAL and ML Equivalency)

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

[Additional Functionality Associated with Windows Server 2022 Remote Desktop Services CAL](#)

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2022 Remote Desktop Services functionality

Additive Access License
Windows Server 2022 Remote Desktop Services CAL
Windows Server 2022 Remote Desktop Services User SL

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2022 Remote Desktop Services functionality or other technology).*

[Additional Functionality Associated with Windows Server 2022 Rights Management Services CAL](#)

Windows Server 2022 Rights Management Services

Additive Access License
Windows Server 2022 Active Directory Rights Management Services CAL
CAL Equivalent License (refer to CAL and ML Equivalency)

[Additional Functionality Associated with Microsoft Identity Manager User CAL](#)

Microsoft Identity Manager 2016 functionality

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

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

[Synchronization Service](#)

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

Server External User Access

Base Access License
Windows Server 2022 External Connector

[Additional Functionality Associated with Windows Server 2022 Remote Desktop Services External Connector License](#)

Microsoft Application Virtualization for Remote Desktop Services and Windows Server 2022 Remote Desktop Services functionality

Additive Access License
Windows Server 2022 Remote Desktop Services External Connector

**Also required for use of Windows Server to host a graphical user interface (using the Windows Server 2022 Remote Desktop Services functionality or other technology).*

[Additional Functionality Associated with Windows Server 2022 Rights Management Services External Connector License](#)

Windows Server 2022 Rights Management Services

Additive Access License
Windows Server 2022 Active Directory Rights Management Services External Connector

[Additional Functionality Associated with Microsoft Identity Manager External Connector License](#)

Microsoft Identity Manager 2016 functionality

Additive Access License
Microsoft Identity Manager 2016 External Connector

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

Software Assurance

Identifies terms and conditions associated with Software Assurance coverage. For details on purchasing Software Assurance and general Software Assurance Benefits, refer to [Software Assurance Benefits](#).

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

Microsoft Azure Hybrid Benefit for Windows Server

Refer to Microsoft Azure Hybrid Benefit of the [Microsoft Azure Services](#) Product Entry for deploying Windows Server images on Microsoft Azure.

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

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

Extended Security Updates

Refer to Extended Security Updates in [Software Assurance Benefits](#) for acquisition and use of Extended Security Updates.

Azure Virtual Desktop for Windows Server

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

Windows Server Annual Channel for Containers

Eligibility

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

Use Restriction

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

Enterprise Mobility + Security

Availability

Product	Program Attribute
Enterprise Mobility + Security E5 (User SL)	Enterprise Online Service
Enterprise Mobility + Security E3 Add-on (User SL)	Enterprise Online Service
Enterprise Mobility + Security E3 (User SL)	Enterprise Online Service
Enterprise Mobility + Security E5 Add-on (User SL)	Enterprise Online Service

Product Conditions:

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

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

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

Add-ons

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

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

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

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite	Enterprise Mobility + Security (E3/A3 and E5/A5) Add-on
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Core CAL Suite Bridge for Office 365 and Microsoft Intune	
Enterprise CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365 and Microsoft Intune	

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Microsoft 365

Availability

Product	Program Attribute
Microsoft 365 F5 Insider Risk Management	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft 365 G5 Compliance (User SL)	Additional Product
VDA Add-on for M365 E3/E5 (User SL)	Additional Product
Microsoft 365 E3 - Unattended License EEA (no Teams) (SL)	Additional Product
Microsoft Defender Vulnerability Management Add-on	Additional Product
Microsoft Viva Goals (User SL)	Additional Product
Microsoft 365 F5 Security + Compliance (User SL)	Additional Product
Microsoft Viva Workplace Analytics and Employee Feedback (User SL)	Additional Product
Microsoft 365 E5 Insider Risk Management (User SL)	Additional Product
Microsoft 365 F5 eDiscovery and Audit	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft 365 F5 Compliance (User SL)	Additional Product
Microsoft 365 F1/F3 EEA (no Teams) (User SL)	Additional Product
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Additional Product
Microsoft 365 E5 eDiscovery and Audit (User SL)	Additional Product
Premium Assessment	Additional Product
Priva – Subject Rights Request	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft Defender Vulnerability Management (User SL)	Additional Product
Microsoft Entra Permissions Management	Additional Product
Microsoft Teams EEA	Additional Product
Microsoft Viva Employee Communications and Communities (User SL)	Additional Product
Microsoft Copilot for Sales (User SL)	Additional Product
Microsoft 365 F5 Information Protection and Governance	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft 365 G5 Information Protection and Governance (User SL)	Additional Product
Microsoft 365 F5 Security (User SL)	Additional Product
Microsoft Defender Threat Intelligence API	Additional Product
10-Year Audit Log Retention (User SL)	Additional Product
Microsoft 365 Cross-tenant User Data Migration (User SL)	Additional Product
Compliance Program for Microsoft Cloud	Additional Product
Microsoft 365 E3/E5 Add-on (User SL)	Enterprise Online Service
Microsoft Defender Threat Intelligence (User SL)	Additional Product
Clipchamp Premium Add-on (User SL)	Additional Product
Microsoft 365 E5 Compliance (User SL)	Additional Product
Microsoft Viva Insights (User SL)	Additional Product
Microsoft 365 Advanced Data Residency	Additional Product
Microsoft Viva Glint	Additional Product
Entra ID Governance P2	Additional Product
Microsoft 365 F1/F3 (User SL)	Additional Product
Microsoft Viva Learning (User SL)	Additional Product
Microsoft Copilot for Service (User SL)	Additional Product
Microsoft Copilot for Microsoft 365 (User SL)	Additional Product
Entra ID Governance (User SL)	Additional Product
Microsoft Defender Vulnerability Management Add-On to Microsoft Defender for Endpoint for servers	Additional Product
Microsoft 365 G5 Insider Risk Management (User SL)	Additional Product

Microsoft 365 E3 – Unattended License (SL)	Additional Product
Priva Privacy Risk Management (User SL)	Additional Product,US GCC,US GCC High,US DOD,GCon
SharePoint Advanced Management P1 (User SL)	Additional Product,US GCC,US GCC High
Microsoft 365 G5 eDiscovery and Audit (User SL)	Additional Product
Microsoft Viva (User SL)	Additional Product
Microsoft 365 E5 Information Protection and Governance (User SL)	Additional Product
Microsoft Viva Insights Capacity	Additional Product
Workload Identities	Additional Product,US GCC,US GCC High,US DOD,GCon
Microsoft Viva Topics (User SL)	Additional Product
Microsoft 365 E3/E5 (User SL)	Enterprise Online Service
Microsoft Defender for IoT - EIoT Device License - add-on	Additional Product
eCDN (User SL)	Additional Product
Microsoft 365 E5 Security (User SL)	Additional Product
Extra Graph Connector Capacity	Additional Product
Microsoft Managed Desktop	Additional Product
Insider Risk Management Forensic Evidence Add-on	Additional Product,US GCC,US GCC High,US DOD
Microsoft 365 E3/E5 EEA (no Teams) (User SL)	Enterprise Online Service
Microsoft 365 Professional Direct Support	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All (except Premium Assessment and Priva - Subject Rights Request)
Qualified User Exemption	F only
Reduction Eligible	All
Reduction Eligible (SCE)	Microsoft 365 F3
True-Up Eligible	All (except From SA)

Applicable License Terms

Microsoft 365 is governed by the License Terms of the individual products and services comprising Microsoft 365, as modified by the License Terms in this Microsoft 365 Product Entry.

Microsoft 365 Components

- For Microsoft 365 E3/E5 the components include [Office 365 E3/E5](#), [Enterprise Mobility + Security E3/E5](#), and [Windows 11 Enterprise E3/E5 Per User](#).
- For Microsoft 365 A3/A5 the components include [Office 365 A3/A5](#), [Enterprise Mobility + Security A3/A5](#), [Windows 11 Education A3/A5](#), and [Minecraft: Education Edition](#).
- For Microsoft 365 F3 the components include [Office 365 F3](#), [Enterprise Mobility + Security E3](#), and [Windows 11 Enterprise E3](#).
- For Microsoft 365 F1 the components include [Enterprise Mobility + Security E3](#) and limited Office services.
- For Microsoft 365 E3/Education A3 - Unattended License the components include [Office 365 E3/A3](#), [Enterprise Mobility + Security E3/A3](#) and [Windows 11 Enterprise E3/A3](#).

License Assignment and Windows Use Rights

The use rights for the Windows component of Microsoft 365 licenses are modified as follows:

- [Licensed Users](#) are not required to be the [Primary User](#) of any device.
- [Licensed Users](#) may only run Windows Enterprise locally on devices with a Qualifying Operating System.

Microsoft 365 F1/F3

License Eligibility for Frontline Worker Licenses

Microsoft 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Microsoft 365 or Office 365 Frontline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
 - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Microsoft 365 and Office 365 Frontline Worker licenses include Microsoft 365 F1, Microsoft 365 F3, and/or Office 365 F3.

Customers who had Microsoft 365 F1/F3 licensed users prior to June 1, 2020 (Impacted Customers) may license additional users with the same or equivalent service, under the Microsoft 365 F1 License Eligibility terms in the November 1, 2019 Product Terms, until the end of the Impacted Customer's subsequent subscription renewal term.

Windows Use Rights for Microsoft 365 F3

The use rights for the Windows component of Microsoft 365 F3 licenses are further modified as follows:

29. Rights to use Windows Enterprise LTSC do not apply.
30. Rights to install and use MDOP do not apply.

Smartphone and Tablet Devices

Each Microsoft 365 F3 user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.9" diagonally or less.

Microsoft 365 F1 User Mailbox Use Rights

M365 F1 does not include rights to an Exchange mailbox. In order to enable a full Teams experience, M365 F1 licenses may come with the Exchange Online K1 service plan enabled. Although the Exchange Online K1 service plan will provision a mailbox for the user, M365 F1 users are not entitled to use the mailbox. We recommend that you disable Outlook on the web via these steps (<https://docs.microsoft.com/exchange/recipients-in-exchange-online/manage-user-mailboxes/enable-or-disable-outlook-web-app>) except for use with Microsoft Bookings (<https://learn.microsoft.com/microsoft-365/bookings/bookings-overview>) and ask your users not to access the Exchange mailbox via any other methods.

Extended Use Rights for Microsoft 365 E3/E5

Office Servers

Each Licensed User assigned a Microsoft 365 E3/E5 User SL may:

- install any number of copies of the following server software on any Server dedicated to Customer's use: Exchange Server, SharePoint Server, and Skype for Business Server; and
- access to the above server software is exclusive to those users assigned a Microsoft 365 E3/E5 User SL or External Users.

Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. This entitlement does not apply to User SLs acquired under the Microsoft Cloud Agreement and Microsoft Customer Agreement.

Office Professional Plus

Microsoft 365 User SLs:

For each Licensed User who used a device licensed with SA for the Windows Desktop Operating System, Core/Enterprise CAL Suite, and Office Professional Plus before being assigned a Microsoft 365 E3/E5 User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of Microsoft 365 E3/E5 User SLs, which have been transformed from SA and initially covered under the agreement.

Microsoft 365 From SA User SLs:

For each Licensed User to whom customer assigns a Microsoft 365 E3/E5 From SA User SL, Customer may install:

- one local copy of Office Professional Plus for the sole use of the Licensed User for the duration of the subscription; and
- one local copy of Office Professional Plus for new User SLs added to the same volume license agreement for the sole use of the Licensed User for the duration of the subscription. The number of new User SLs granted those user rights may not exceed the number of From SA User SLs initially covered under the agreement.

Microsoft 365 EEA (no Teams) and Microsoft Teams EEA

Customers in European Economic Area (EEA) countries and Switzerland may acquire and use Microsoft 365 EEA (no Teams) and Microsoft Teams EEA Licenses. Licensing terms for equivalent suites that include Microsoft Teams are applicable to EEA suites.

License Prerequisites

Purchases of the following Licenses also require the purchase of a Prerequisite License listed in the table below:

License	Prerequisite License(s)
10-Year Audit Log Retention	Microsoft 365 E5/A5; Microsoft 365 E5/A5 Compliance; Microsoft 365 E5/A5 eDiscovery and Audit; Office 365 E5/A5
Career Coach	Office 365 A1/A3/A5; Microsoft 365 A3/A5
Clipchamp Premium Add-on	Microsoft 365 E3/E5; Business Standard/Business Premium
Entra ID Governance (User SL)	Microsoft Entra ID P1; Microsoft 365 E3/E5/A3/A5/G3/G5; Microsoft 365 F1/F3; Enterprise Mobility + Security E3/E5
Entra ID Governance P2	Microsoft Entra ID P2; Microsoft 365 E5/A5/G5; Microsoft 365 E5/F5 Security; Microsoft 365 F5 Security + Compliance; Enterprise Mobility + Security E5
Insider Risk Management Forensic Evidence Add-on	Microsoft 365 E5/G5; Microsoft 365 E5/G5 Compliance; Microsoft 365 E5/G5 Insider Risk Management
Microsoft 365 Advanced Data Residency	Any Microsoft 365 Plan; Office 365 suite; Exchange Online plan; OneDrive for business plan; SharePoint Online plan
Microsoft 365 Cross-tenant User Data Migration	Microsoft 365 F3/E3/E5; Office 365 F3/E1/E3/E5; Exchange Online plan; OneDrive for Business plan; SharePoint Online plan
Microsoft 365 E5/A5 Information Protection and Governance	Microsoft 365 Business Premium/F1/F3/E3/A3, or <u>Any one of the following:</u> Microsoft 365 Business Basic/Business Standard; Office 365 F3/E1/E3/A3/E5/A5; Exchange Online; SharePoint Online; OneDrive for Business and Enterprise Mobility + Security
Microsoft 365 E5/A5/G5 Compliance	Microsoft 365 E3/A3; Office 365 E3/A3 and Enterprise Mobility + Security E3/A3
Microsoft 365 E5/A5/G5 eDiscovery and Audit	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/F3/E3/A3; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online plan; OneDrive for Business plan; SharePoint Online plan
Microsoft 365 E5/A5/G5 Insider Risk Management	
Microsoft 365 E5/A5/G5 Security	
Microsoft 365 F5 Compliance	
Microsoft 365 F5 eDiscovery and Audit	
Microsoft 365 F5 Information Protection and Governance	Microsoft 365 F1/F3; Office 365 F3 and Enterprise Mobility + Security E3 (K)
Microsoft 365 F5 Insider Risk Management	
Microsoft 365 F5 Security	

License	Prerequisite License(s)
Microsoft 365 F5 Security + Compliance	
Microsoft Copilot for Microsoft 365	Microsoft 365 Business Standard/Business Premium/E3/A3/E5/A5; Office 365 E3/A3/E5/A5
Microsoft Copilot for Sales	Microsoft 365 Business Standard/Business Premium/E3/E5; Office 365 E3/E5
Microsoft Copilot for Services	
Microsoft Defender for IoT - EIoT Device License - add-on	Microsoft 365 A5/E5; Microsoft 365 A5/E5/F5 Security; Microsoft 365 F5 Security and Compliance; Microsoft Defender for Endpoint P2; Windows 10/11 Enterprise A5/E5
Microsoft Defender Threat Intelligence API	Microsoft Defender Threat Intelligence
Microsoft Defender Vulnerability Management Add-on	Microsoft 365 A5/E5; Microsoft 365 A5/E5/F5 Security; Microsoft 365 F5 Security and Compliance; Microsoft Defender for Endpoint P2; Windows 10/11 Enterprise A5/E5
Microsoft Defender Vulnerability Management Add-On to Microsoft Defender for Endpoint for servers	Microsoft Defender for Endpoint for servers
Microsoft Managed Desktop	Microsoft 365 E5; Microsoft 365 E3 and Microsoft Defender for Endpoint Plan 2 per user
Microsoft Viva	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Employee Communications and Communities	
Microsoft Viva Insights	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online
Microsoft Viva Learning	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Microsoft Viva Topics	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; SharePoint Online
Microsoft Viva Workplace Analytics and Employee Feedback	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/A1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5
Premium Assessment	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Office 365 F3/E1/A1/E3/A3/E5/A5; Exchange Online
Priva	Microsoft 365 A3/E3/G3/A5/E5/G5; Office 365 A1/E1/G1/A3/E3/G3/A5/E5/G5
Remote Help	Microsoft 365 Business Premium/E3/E5/F1/F3; Microsoft Intune; Enterprise Mobility + Security E3/E5
SharePoint Advanced Management	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/G3/E5/A5/G5; Office 365 F3/E1/A1/E3/A3/G3/E5/A5/G5; SharePoint Online
VDA Add-on for M365 E3/E5	Microsoft 365 E3/E5

Service Specific Terms

Customers may deploy eligible products on Amazon WorkSpaces. See [Amazon WorkSpaces Deployments](#) for more information.

Microsoft 365 - Unattended License

Definitions

“**Robotic Process Automation**”, otherwise known as “RPA” or “bots” means an application, or any set of applications used to capture data and manipulate applications to perform repetitive tasks. Bots operate upon any UI element of Windows within an OSE and/or operates upon any Office application in any OSE.

“**Unattended Bot**” – Any bot that does not strictly conform to the definition of “**Attended Bot**” shall be considered an “**Unattended Bot**.”

“**Attended Bot**” - An **Attended Bot** assists a person to execute automation on the person’s local and/or remote workstations. It operates concurrently with the person on the same workstation/s to accomplish repetitive tasks and is triggered by explicit actions of that person.

Assignment and Use Rights

- Customer may assign a Microsoft 365 A3/E3 - Unattended License to an **Unattended bot** running on either of the following:
 - Hardware dedicated to Customer’s use (subject to the [Outsourcing Software Management Clause](#)).
 - A virtual machine on Azure (including Azure Virtual Desktop).

- There is no Qualifying OS requirement for the Microsoft 365 A3/E3 suite.
- Each Microsoft 365 A3/E3 - Unattended License allows the use of the M365 A3/E3 suite in only a single unique physical or virtual OSE for [Robotic Process Automation](#).
- Each Microsoft 365 A3/E3 – Unattended License is allowed a single unique instance of Microsoft 365 Apps for enterprise.
- License reassignment for bots follow the same rules for users and devices as if the bot is a user. (See [License Assignment and Reassignment](#))

Use Limitation

- [Unattended Bots](#) may not create or replicate activities or workflows on behalf of an unlicensed user or device. (See [Multiplexing](#))
- Microsoft reserves the right to restrict or disable Microsoft API calls with reasonable notice, due to unreasonable amount of bandwidth, adversely impacting the stability of Microsoft API's, or adversely affecting the behavior of other apps.

Microsoft 365 Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each license on its Agreement (or Enrollment) customer wants support for, up to a maximum of 500 licenses.

Microsoft Defender External Attack Surface Management

Use Rights and Conditions for Use

Customer may use Microsoft Defender External Attack Surface Management (EASM) solely for Customer's internal use of defending its and its affiliates' assets. The EASM data and reports include material that is confidential and proprietary to Microsoft and Customer must keep that material confidential and may not disclose it to any third party.

Microsoft Defender Threat Intelligence

Use Rights and Conditions for Use

Microsoft Defender Threat Intelligence (MDTI) is for Customer's and its affiliates' internal use only. For example, Customer may not commercially exploit or make available to any third party MDTI or any of its output or reports based on that output. The MDTI data and reports include material that is confidential and proprietary to Microsoft. The compilation of MDTI data and reports is Microsoft's valuable trade secret. Customer must keep the MDTI data and reports confidential and may not disclose it to any third party.

Microsoft Defender for Business

Notwithstanding the [Outsourcing Software Management](#) clause, Customer may use Defender for Business with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Microsoft Defender for IoT - Enterprise IoT (EIoT) capabilities

Microsoft 365 E5 or Microsoft 365 E5 Security customer is entitled to cover up to five concurrent IoT Devices in the context of business operations (EIoT) for each Microsoft 365 E5 or Microsoft 365 E5 Security License. For any additional EIoT device coverage, the customer must purchase one Microsoft Defender for IoT - EIoT Device License - add-on license per additional EIoT device.

Microsoft Defender Vulnerability Management

Eligible Licensed Users may use Microsoft Vulnerability Management on up to five concurrent devices.

Microsoft Managed Desktop

Managed Service

Microsoft Managed Desktop includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to [Professional Services](#)).

Data Handling

Microsoft Managed Desktop (MMD) integrates data (including [Customer Data](#)) between other Microsoft Products including Windows, Microsoft Entra ID, Microsoft Intune, Microsoft Defender for Endpoint, Office, and Online Services as configured by Customer, if any (collectively for purposes of this provision the "MMD Integrated Services"). Once data is transferred between the MMD Integrated Services, that data is governed by the Product Terms applicable to the service in which it resides.

Microsoft Viva

Viva Insights

Any unused Viva Insights license or Viva Insights Capacity license credits expire monthly on the anniversary date for the subscription.

Viva Learning

Microsoft Learn, Microsoft 365 Training, and the free LinkedIn Learning content made available through Viva Learning is subject to terms other than the Product Terms. Additional content may be available from other third-party content providers. Accessing this third-party content may require Customer to have a separate relationship with the third-party content provider (such as a content subscription). This third-party content and any associated services are subject to the third-party content provider's privacy and service terms and not to the Product Terms. Other content that Customer chooses to make accessible to users in the Viva Learning Teams app is subject to the terms associated with that content.

Viva Glint

Viva Glint includes an Online Services component and a Supplemental Professional Services (as defined in the [DPA](#)) component. Viva Glint Supplemental Professional Services are subject to the Professional Services terms and the Supplemental Professional Services terms in the [DPA](#). Delivery of Viva Glint Supplemental Professional Services requires Microsoft to store, process, and access Professional Services Data (as defined in the [DPA](#)).

Users may access non-Microsoft third-party content through Viva Glint. Third-party content and any associated services are subject to the content provider's privacy and service terms.

Definitions

Qualified Customers means Customers that had an active subscription for Legacy Glint Services within 120 calendar days prior to purchasing Viva Glint.

Eligible Users means users who have an active license for Viva Glint.

Legacy Glint Services means Glint Engage, Glint Engage and Lifecycle, and Glint People Success as set forth in Customer's most recently active LinkedIn Order Form(s), as defined at <https://www.linkedin.com/legal/l/lsa>.

Entitlement Term means the period from Qualified Customer's purchase of Viva Glint until the earliest of: 1) migration of Qualified Customer's data from Legacy Glint Services to Viva Glint; 2) the date that Qualified Customer declines migration of its data from Legacy Glint Services to Viva Glint; or 3) termination of Qualified Customer's Viva Glint enrollment or volume licensing agreement.

Legacy Glint Entitlement

Purchase of Viva Glint entitles Qualified Customers to give Eligible Users access to Legacy Glint Services during the Entitlement Term.

Customer's access to and use of Legacy Glint Services are governed by the terms set forth in Customer's most recently active LinkedIn Order Form(s) for Legacy Glint Services. No Microsoft terms, including without limitation the Microsoft Product Terms, [DPA](#), or any agreements between Customer and Microsoft shall apply to Legacy Glint Services.

Microsoft Copilot for Sales

Dynamics 365 environment and Premium Power Automate connections created by Microsoft Copilot for Sales are limited for use with Microsoft Copilot for Sales only.

Any Microsoft Copilot for Sales capabilities included as part of any Dynamics 365 Sales products are limited for use with Dynamics 365 Sales environments only.

Priva - Subject Rights Request

All Subject Rights Requests acquired under the Priva License expire twelve (12) months from date of purchase.

Add-ons

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

1. Customer must have active SA or an active User SL for the corresponding Qualifying Licenses

2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms
3. Customer may acquire add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in this Appendix. Add-ons may only be reassigned to users or devices with Qualifying Licenses. This section does not apply to EEA Licenses.

Microsoft 365

Add-on User SL	Qualifying License(s)
Microsoft 365 E3 Add-on (User SL)	Windows 11 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus
Microsoft 365 E5 Add-on (User SL)	Windows 11 Enterprise/Education per device, and Core/Enterprise CAL Suite, and Office Professional Plus
Skype for Business Plus CAL Add-on for Microsoft 365 E3 (User SL)	Office 365 E1/E3

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Microsoft Azure

Availability

Product	Program Attribute
Microsoft Entra ID F2 (User SL)	Additional Product
Microsoft Entra ID P1 (User SL)	Additional Product
Microsoft Entra ID P2 (User SL)	Additional Product
Microsoft Translator API	Additional Product
Microsoft Defender for Identity (User SL)	Additional Product,USGCC
Azure Active Standard Support*	Additional Product
Azure App Service Plan	Additional Product
Microsoft Defender for Identity F1 (User SL)	Additional Product
Azure SQL Edge (per Device)	Additional Product
Microsoft Azure Services	Additional Product
Azure Site Recovery (to Customer Owned Site)	Additional Product
Azure Active Professional Direct Support*	Additional Product
Microsoft Defender for Identity Client Management License Add-on (User SL)	Additional Product,USGCC

*Also available through Microsoft Customer Agreement and Reduction Eligible when acquired under that agreement.

Product Conditions:

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

Microsoft Azure	
Terms of Service	<p>Universal License Terms for Online Services (For Azure Virtual Desktop per user access, Windows operating system is governed by the Universal License Terms for all Software and includes specific terms in Windows Desktop Operating System terms).</p> <p>Azure Kubernetes Service Edge Essentials is governed by the Universal License Terms for all Software.</p>

Microsoft Azure	
Product Pool	Server
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All (Until cancelled for Microsoft Azure Services)
Qualified User Exemption	None
Reduction Eligible	All Azure User Plans, Microsoft Translator API, Allocated Annual prepayment for Microsoft Azure Services, Azure Active Professional Direct Support, Azure Active Standard Support
Reduction Eligible (SCE)	All Azure User Plans, Allocated Annual prepayment for Microsoft Azure Services, Azure Active Professional Direct Support, Azure Active Standard Support
True-Up Eligible	None (except Microsoft Entra ID and Microsoft Defender for Identity)

Product Categories

This table highlights which Azure products fall under the categories of Microsoft Azure User Plans, Microsoft Azure Support Plans, and Microsoft Azure Services:

Product Category	Product
Microsoft Azure User Plans	Microsoft Entra ID Plan 1, 2 & F2 (User SL), Microsoft Defender for Identity & F1 (User SL), Microsoft Defender for Identity Client Management License Add-on (User SL)
Microsoft Azure Support Plans	Azure Active Professional Direct Support, Azure Active Standard Support, Microsoft Azure StorSimple Premium & Standard Support, Microsoft Azure StorSimple Standard Support to Premium Support
Microsoft Azure Services	Azure SQL Edge (per Device), Microsoft Translator API, Microsoft Azure Services

Microsoft Azure Services Plans

If subscribed to by Customer as a [Microsoft Azure Services Plan](#), individual Microsoft Azure Services may have different program availability or be subject to different terms. Other than Azure Stack Hub, Services purchased as a [Microsoft Azure Services Plan](#) are not eligible for the Azure Customer Solution clause in the General Service Terms for Azure.

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.

Purchasing Microsoft Azure Services

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

Azure prepayment: Customer will have access to its entire [Azure prepayment](#) throughout the term of its Enrollment if Customer agrees to be invoiced for the full amount upfront (the "Fully Prepaid Option"). Alternatively, if Customer elects to be invoiced for its [Azure prepayment](#) on an annual basis, Customer will have access to an [Allocated Annual prepayment](#) each year of the Enrollment (the "Annually Prepaid Option"). Under the Fully Prepaid Option, any unused [Azure prepayment](#) will be forfeited at the end of the Enrollment, and under the Annually Prepaid Option, any unused [Allocated Annual prepayment](#) will be forfeited on the following Enrollment anniversary date. Customer may contact Microsoft or Customer's reseller about increasing its [Azure prepayment](#) or reducing its [Allocated Annual prepayment](#) for any future Enrollment anniversary. Customer's reseller (if any) must process reductions with Microsoft prior to the next anniversary.

Consumption: Customer pays based on the amount of Microsoft Azure Services consumed during a billing period. Certain features of the Microsoft Azure Services may only be available for purchase on a consumption basis.

Microsoft Azure Services Plan: Customer may be able to subscribe to a Microsoft Azure Service as a [Microsoft Azure Services Plan](#).

Automatic Provisioning: As part of the Server and Cloud Enrollment, Customers who have not ordered Microsoft Azure Services as part of their Enrollment may receive an activation email from Microsoft inviting them to provision Microsoft Azure Services under their Enrollment without an [Azure prepayment](#).

Azure reservations: [Azure reservations](#) are purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). [Azure reservations](#) expire at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused [Azure reservations](#). Using Azure commitment tiers, Customers pay upfront monthly for connected containers and Azure usage. Overage will be invoiced when usage exceeds the commitment tier limit. For disconnected containers, Azure commitment tier payments are made upfront yearly, except for disconnected container proof of concept (POC) SKUs, which have a one month prorated price. Customers can renew the POC license automatically up to two times, allowing for three months of total usage of a POC SKU.

Azure compute savings plan: [Azure compute savings plan](#) is purchased for specified terms of up to three years with either a single upfront payment or equal monthly payments (when available). [Azure compute savings plan](#) expires at the end of the specified term. Customer will not be refunded payment (paid or scheduled) for unused [Azure compute savings plan](#). [Azure compute savings plans](#) are noncancellable. Customer will owe the amount charged for the plan for the duration of the selected term, even if the Agreement is terminated. Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to [Azure compute savings plan](#).

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.

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.

Azure Spot: Notwithstanding the terms in Customer's volume licensing agreement, fixed pricing does not apply to Azure Spot virtual machines. Azure Spot pricing is demand-based. The available pricing at the time of each purchase is subject to change at any time. Customer can refer to the Azure portal for pricing adjustments. Customer's access to a given Azure Spot virtual machine is temporary and may be interrupted at any time. Customer may elect to be notified immediately prior to workload interruption.

Azure Communication Services: Notwithstanding the terms in the Customer's volume licensing agreement, fixed pricing does not apply to Azure Communication Services ("ACS"). ACS pricing is market-based. The available pricing at the time of each purchase is subject to change at any time. Customer can refer to the Azure portal for pricing adjustments.

Payment and Fees

This table highlights which Azure Product categories are eligible for the Payment and Fees options below. Please reference the Product Category table above for eligible products.

Payment and Fees options	Eligible Products*
1. Using Azure prepayment	Microsoft Azure Services
2. Invoicing Azure prepayment	Microsoft Azure Services
3. Invoicing Azure prepayment overage	Microsoft Azure Services
4. Consumption Invoicing	Microsoft Azure Services
5. Azure Services Plan Invoice	Microsoft Azure Support Plans, Microsoft Azure User Plans
6. Azure reservations	Microsoft Azure Services
7. Azure compute savings plan	Microsoft Azure Services

*Some Products may not be eligible for certain Payment and Fees scenarios. Please refer to the Azure Portal or Pricing Calculator (<https://azure.microsoft.com/pricing/calculator/>) for more information on availability.

- **Using Azure prepayment:** Each month, Microsoft will deduct from Customer's [Azure prepayment](#) (or [Allocated Annual prepayment](#), if applicable) the monetary value of Customer's usage of eligible Microsoft Azure Services. Once Customer's [Azure prepayment](#) (or [Allocated Annual prepayment](#), if applicable) balance has been exhausted, any additional usage will be invoiced at [Consumption Rates](#) (as described below).
- **Invoicing Azure prepayment:** If Customer elects the Fully Prepaid Option, [Azure prepayment](#) will be invoiced immediately. If Customer elects the Annually Prepaid Option, the first [Allocated Annual prepayment](#) will be invoiced immediately, and future [Allocated Annual prepayments](#) will be invoiced on the anniversary of the Enrollment effective date.

- **Invoicing Azure prepayment coverage:** If Customer's usage is higher than either its [Azure prepayment](#) under the Fully Prepaid Option or its [Allocated Annual prepayment](#) under the Annually Prepaid Option, such excess will be invoiced at [Consumption Rates](#) to Customer (or its reseller) at the end of each Enrollment month.
- **Consumption invoicing:** If Customer provisions Microsoft Azure Services without a [Azure prepayment](#), it (or its reseller) will be invoiced monthly at [Consumption Rates](#). All usage of the Microsoft Azure Services after the expiration or termination of Customer's subscription term will be invoiced to Customer (or its reseller) at then-current [Consumption Rates](#) on a monthly basis.
- **Azure Services Plan invoice:** The purchase of a [Microsoft Azure Services Plan](#) will be invoiced to Customer (or its reseller) either on an upfront or annual basis, according to the terms of Customer's volume licensing agreement governing payment terms for the order of Online Services generally. [Azure prepayment](#) cannot be applied to the purchase of a [Microsoft Azure Services Plan](#); provided, however, that if a [Microsoft Azure Services Plan](#) includes the purchase of an initial quantity of a service ("Initial Quantity"), Customer usage that exceeds the Initial Quantity will be billed at [Consumption Rates](#), and Customer's [Azure prepayment](#) can be applied to such usage.
- **Azure reservations:** The purchase of [Azure reservations](#) will be deducted automatically from any available [Azure prepayment](#). If Customer has used all of its [Azure prepayment](#) or if the cost of [Azure reservations](#) exceeds the available [Azure prepayment](#) balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. [Azure reservations](#) Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. Azure reserved instances for a virtual machine or Azure SQL Database services cover compute only (the base rate) and do not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up. Conversely, Azure reserved instances for software do not include the cost of compute.
- **Azure compute savings plan:** The purchase of [Azure compute savings plan](#) will be deducted automatically from any available [Azure prepayment](#). If Customer has used all of its [Azure prepayment](#) or if the cost of [Azure compute savings plan](#) exceeds the available [Azure prepayment](#) balance at the time of purchase, the excess will be invoiced as otherwise provided in this "Payment and Fees" section. [Azure compute savings plan](#) Customer purchases via Azure.com will be charged against its credit card on file for the full upfront payment, or the charge will appear on its next invoice. [Azure compute savings plan](#) covers compute only (the base rate) and does not include the cost of the software (e.g., Windows Server or SQL Server), storage or back-up.

Five Year Reservations for Azure VMs

As an exception to the general terms for [Azure reservations](#), we offer five year [Azure reservation](#) terms for select VM families. The early termination fee for a five-year [Azure reservation](#) is 35%. Microsoft reserves the right during a five-year [Azure reservation](#) to move Customer to a newer version of the HB series for reasons including, but not limited to, unavailability of parts for maintenance or lack of support from the hardware vendor. In such cases, the new version and hardware configuration will provide at least the same level of performance.

Azure Reservation Options

The following options apply to [Azure reservations](#) Customer has purchased.

1. **Exchange:** is an option that allows Customer to apply the monetary value of a remaining [Azure reservation](#) term to the purchase of one or more new [Azure reservations](#) of equal or greater monetary value for the same service.
2. **Cancel:** is an option that allows Customer to receive a prorated refund based on a remaining [Azure reservation](#) term minus an early termination fee (currently 12 percent) and subject to a cancellation limit set by Microsoft (currently \$50,000 per year).

Windows Server Datacenter: Azure Edition

Use Restriction

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

Azure Hybrid Benefit

Microsoft Azure Hybrid Benefit for Windows Server

Customer may use the Microsoft Azure Hybrid Benefit in its own Microsoft Azure account. Customer may use Standard or Datacenter software. The following Windows Server licenses with an active subscription or Software Assurance are eligible for the Microsoft Azure Hybrid Benefit:

- Windows Server Standard/Datacenter core licenses
- Windows Server Standard/Datacenter processor licenses

- o Each processor license is equivalent to 16 core licenses.

License Allocation for VM Licensing

- Customer must allocate enough eligible core licenses to cover all Virtual Cores on the VM(s) that are running.
- The minimum number of core licenses required per VM is 8.

License Allocation for Dedicated Host Licensing (Datacenter only)

- Customer must allocate enough Windows Server Datacenter core licenses to cover all Physical Cores available to Customer on a Dedicated Host or an Azure Stack HCI Cluster. Azure Hybrid Benefit for Azure Stack HCI is available for EA or CSP customers only.
- Customer may run unlimited Virtual Machines on that host/cluster.

Azure Migration Allowance

Aside from the migration allowances below, once licenses are allocated to Azure, Customer may not use them anywhere else. After at least 90 days have passed, Customer may elect to stop using them for the Azure Hybrid Benefit.

- **VM Licensing**
 - o Windows Server Standard: When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.
 - o Windows Server Datacenter: When migrating workloads to Azure, Customer may also continue to use its licensed software on devices indefinitely.
- **Dedicated Host Licensing**
 - o When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.

Microsoft Azure Hybrid Benefit for SQL Server

Customer may use the Microsoft Azure Hybrid Benefit in its own Microsoft Azure account. The Qualified Licenses in the table below may be used for the Microsoft Azure Data Service in the specified ratios.

Qualified License	Microsoft Azure Data Service ¹	Ratio of Qualified Licenses to Azure vCores
SQL Server Enterprise (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:4 vCores
	Azure Arc-enabled SQL Managed Instance - Business Critical	1 Core License:1 vCore
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - General Purpose	1 Core License:4 vCores
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - Business Critical	1 Core License:1 vCore
	Azure SQL Database (Single Database)/Azure SQL Managed Instance - Hyperscale	1 Core License:4 vCores
	Azure Data Factory SQL Server Integration Services (Enterprise)	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License:4 vCores
	SQL Server Enterprise Virtual Machines	1 Core License ² :1 vCPU
	SQL Server Standard Virtual Machines	1 Core License:4 vCPUs
SQL Server Standard (Core)	Azure Arc-enabled SQL Managed Instance - General Purpose	1 Core License:1 vCore
	Azure Arc-enabled SQL Managed Instance - Business Critical	4 Core Licenses:1 vCore
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - General Purpose	1 Core License:1 vCore
	Azure SQL Database (Elastic Pool and Single Database)/Azure SQL Managed Instance - Business Critical	4 Core Licenses:1 vCore
	Azure SQL Database (Single Database)/Azure SQL Managed Instance - Hyperscale	1 Core License:1 vCore
	Azure Data Factory SQL Server Integration Services (Standard)	1 Core License: 1 vCore
	Azure Data Factory SQL Server Integration Services (Enterprise)	4 Core Licenses:1 vCore

Qualified License	Microsoft Azure Data Service ¹	Ratio of Qualified Licenses to Azure vCores
	SQL Server Standard Virtual Machines	1 Core License ² :1 vCPU
	SQL Server Enterprise Virtual Machines	4 Core Licenses ² :1 vCPU

¹Azure Hybrid Benefit is not available in the serverless compute tier of Azure SQL Database.

²Subject to a minimum of four Core Licenses per Virtual Machine.

Azure Migration Allowance

Aside from the migration allowance below, once licenses are allocated to Azure, Customer may not use them anywhere else. After at least 90 days have passed, Customer may elect to stop using them for the Azure Hybrid Benefit.

- When migrating workloads to Azure, Customer may also continue to use its licensed software on devices for a period of 180 days from when the licenses are allocated to Azure.

Fail-over Rights for SQL Server Standard/Enterprise Virtual Machines

When allocating SQL Server Licenses for use under the Azure Hybrid Benefit for SQL Server, Customer is entitled to the respective fail-over rights for the Azure service in use (see Service Specific Terms below).

SQL Server Enterprise Core Unlimited Virtualization Rights

Customer may alternatively allocate enough SQL Server Enterprise core licenses to cover all Physical Cores available to Customer on an Azure Dedicated Host and run unlimited Virtual Machines on that host.

Limited Hosting Rights for Azure Arc-enabled SQL Managed Instance

When using the Azure Hybrid Benefit, paragraph 3 of the Service Specific terms for Azure Arc-enabled SQL Managed Instance does not apply. Customer is entitled only to run its Azure Arc-enabled SQL Managed Instance containers on Microsoft Azure, its own Servers, or Servers under the day-to-day management and control of Authorized Outsourcers, regardless of whether those Servers are dedicated to Customer or not.

Azure Virtual Desktop

Azure Virtual Desktop Conditions

The Azure Virtual Desktop control plane may only be used to manage Azure Virtual Desktop VMs running on Azure. Windows Enterprise multi-session is limited for use on Azure Virtual Desktop VMs running on Azure only.

Azure Virtual Desktop for Windows

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

Azure Virtual Desktop for Windows Server

Users licensed with RDS User CALs with SA or RDS User Subscription Licenses or using devices licensed with RDS Device CALs with SA may access Azure Virtual Desktop Windows Server virtual machines running in Customer's Microsoft Azure accounts.

Azure Virtual Desktop for Development and Test

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

Azure Dev/Test Pricing

Customer may be eligible for Azure dev/test pricing for Azure Services accessed by (i) its Qualified Licensed Users solely for development and test purposes, and (ii) its users performing acceptance tests and providing feedback related to those development

and test activities. "Qualified Licensed Users" means users allocated Visual Studio subscriptions or MSDN Platform subscriptions with active Software Assurance. See Azure.com (<https://azure.microsoft.com/pricing/dev-test/>) for eligibility criteria and applicable services.

License Eligibility for Frontline Worker Licenses

Microsoft Defender for Identity and Microsoft Entra ID Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Defender for Identity or Entra ID Frontline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
 - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Frontline Worker licenses for Defender for Identity and Entra ID include Microsoft Defender for Identity F1 and Microsoft Entra ID F2, respectively.

General Service Terms

Restriction on U.S. Police Department Use of Azure Facial Recognition Services

Customer may not use [Azure Facial Recognition Services](#) if Customer is, or is allowing use of such services by or for, a police department in the United States. Violation of any of the restrictions in this section may result in immediate suspension of Customer's use of the service.

Notices

The Communication Services, Professional Services, Azure Media Services H.265/HEV Encoding, Adobe Flash Player, H.264/AVC Visual Standard, and VC-1 Video Standard in [Notices](#) apply. Any deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#)).

Service Level Agreement

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

Limitations

Customer may not

- resell or redistribute the Microsoft Azure Services, or
- allow multiple users to directly or indirectly access any Microsoft Azure Service feature that is made available on a per user basis (e.g., 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.

Azure Customer Solution

Use Rights and Conditions for Use

Customer may create and maintain a [Customer Solution](#). Despite anything to the contrary in Customer's licensing agreement, Customer may permit third parties to access and use the [Microsoft Azure Services](#) solely in connection with the use of that [Customer Solution](#).

Customer is responsible for: (1) ensuring that third parties who access, use or distribute the Customer Solution comply with these terms, the terms and conditions of Customer's licensing agreement, and all applicable laws; and (2) obtaining any necessary licenses related to Standards in a Customer Solution. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Microsoft has no defense obligation or liability for any infringement claim for patents alleged to be infringed by the implementation of any Standards in a Customer Solution.

Use of Software within Microsoft Azure

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

Data Center Availability

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

Sharing

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

Marketplace

Microsoft Azure enables Customer to access or purchase products and services which are optimized for use with Azure through features such as the Microsoft Azure Marketplace and the Virtual Machine Gallery, subject to separate terms available at <http://azure.microsoft.com/en-us/support/legal/store-terms>.

Bing Search Services

By using the Bing Search Services, Customer agrees to be bound by the terms available at <https://www.microsoft.com/en-us/bing/apis/legal> and <https://learn.microsoft.com/en-us/bing/search-apis/bing-web-search/use-display-requirements> which may be updated from time to time. Customer must use results it obtains from the Bing Search Services only in Internet Search Experiences (as defined in the use and display requirements) and must not cache or copy results.

Service Specific Terms

Subscription License Suites

In addition to User SLs, refer to Subscription License Suites for other SLs that fulfill requirements for Microsoft Entra ID, Microsoft Defender for Identity, and Microsoft Intune.

Azure AI Content Safety

Acceptable Use

Azure AI Content Safety can apply tags to text, image, and certain multi-modal content enabling customers to filter and remove harmful content. Transmitting harmful content to Azure AI Content Safety through the intended use of the service will not by itself be considered a violation of the Acceptable Use Policy, which otherwise applies. Customer agrees to use the system only to filter out and not to collect harmful content.

Sample Content

If Customer chooses to provide Microsoft with examples of Customer content ("Sample Content") to help Microsoft tailor the service to Customer's requirements as described in the service documentation, Customer agrees (a) that Microsoft will review and use it in accordance with that documentation, and (b) that Customer will abide by any requirements in that documentation, including the requirement not to include personal, confidential, or commercially sensitive information in Sample Content.

API Terms for Security Applications and Compliance Applications

"**Compliance Application**" means a software program or service built exclusively to ensure that an organization is complying with their security-related requirements.

"**Security Application**" means a software program or service built exclusively to protect and defend the information and technology assets of an enterprise.

"**End User**" refers to the end-user of the Security Application or Compliance Application.

"**Customer**" refers to the registered owner of the Azure subscription where the Security Application or Compliance Application is registered with Microsoft Entra ID.

The following terms and conditions apply to a Security Application's or Compliance Application's use of the Microsoft Teams APIs in Microsoft Graph:

- The End User must have one of the following Microsoft 365 E5 eligible licenses: Microsoft 365 E5/A5/G5, Microsoft 365 E5 Compliance, Microsoft 365 E5 Information Protection and Governance, or Microsoft 365 E5 Information Protection & Data Loss Prevention.
- Microsoft will bill Customer for all commercial consumption of API messages that exceed the included monthly seeded allowance per End User tenant. Refer to <https://docs.microsoft.com/en-us/graph/teams-licenses> to understand and review the seeded allowances and pricing details for the Microsoft Teams APIs.
- Security Applications and Compliance Applications must query the Microsoft Teams APIs with?model=A?query parameter.

The following terms and conditions apply to a non-Security Application or non-Compliance Application use of the **Microsoft Teams APIs in Microsoft Graph**:

- Microsoft will bill Customer for all commercial consumption of API messages, including, but not limited to, use with the following applications:
 - **Backup and Restore**: Applications that allows users to create or restore backups of messages or files and create and restore system images to repair data in the event of data corruption, or data loss.
 - **Sentiment analysis**: Applications that use natural language processing, text analysis, computational linguistics, biometrics, and other techniques to systematically identify, extract, quantify, and study affective states and subjective information.
 - **Analytics and Insights**: Applications offering continuous iterative exploration and investigation of information to gain.
- Applications that do not qualify as a Security Application or Compliance Application must query the Microsoft Teams APIs with model=B?query parameter.

The following terms and conditions apply to **Microsoft Purview eDiscovery APIs in Microsoft Graph**:

- The End User must have one of the following Microsoft 365 E5 eligible licenses: Microsoft 365 E5/A5/G5, Microsoft 365 E5 Compliance, or Microsoft 365 E5 eDiscovery & Audit.
- Microsoft will bill Customer for all commercial consumption of the data generated in the review set that exceeds the included monthly seeded allowance per End User tenant.

These terms and conditions supersede any terms and conditions contained elsewhere, including the Microsoft APIs Terms of Use [<https://docs.microsoft.com/en-us/legal/microsoft-apis/terms-of-use>].

Microsoft Entra ID Basic

Customer may, using Single Sign-On, pre-integrate unlimited Applications/Custom Applications per User SL. This covers Microsoft as well as third party applications.

Microsoft Entra ID

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

External User Allowance

For each User SL (or equivalent Subscription License Suite) Customer assigns to a user, Customer may also permit up to five additional External Users to access the corresponding Microsoft Entra ID service level. This option is not available to new customers nor customers using (or who have used) the service under a Monthly Active User count. Only External Users can use the Microsoft Entra ID External Identities pricing based on Monthly Active User count.

Azure Arc-enabled SQL Managed Instance

Use Rights

1. Azure Arc-enabled SQL Managed Instance licenses are not assigned to any given Server and are therefore not subject to the License Assignment and Reassignment clause.
2. Licenses are billed according to the terms of the license meter. Customer must connect to Azure at least once every 30 days via direct connected mode or indirect export mode to report usage data.
3. Notwithstanding the [Outsourcing Software Management](#) clause, Customer may run Azure Arc-enabled SQL Managed Instance containers on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

The terms of the [DPA](#) do not apply to processing of data in Azure Arc enabled SQL Managed Instance running in an environment outside of Microsoft's control, except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes.

Extended Security Updates enabled by Azure Arc

General Requirements

Customer is authorized to apply Extended Security Updates enabled by Azure Arc only to Operating System Environments (OSEs) that:

- Are covered by an active Software Assurance (SA) plan, or
- Have active subscription licenses, or
- Have been acquired as 'License-Included' services through a Service Provider License Agreement (SPLA) partner.

In this context, "License-Included" refers to the scenario where Customer licenses Windows Server or SQL Server directly from a SPLA partner, rather than using their own licenses.

Disaster Recovery and Dev/Test Environments

Customer may apply Extended Security Updates enabled by Azure Arc to the following [OSEs](#) for no additional cost:

- Customer's entitled Disaster Recovery [OSEs](#) associated with its underlying software licenses.
- Development, test, and related OSEs licensed with Microsoft Developer edition licenses or Visual Studio subscriptions.

SQL Server Requirements

For SQL Server 2012 Year 2 and subsequent versions, Customer is permitted to apply Extended Security Updates enabled by Azure Arc only if the Licensed Server is also covered with a SQL Server 2012 Year 1 Extended Security Updates license.

Use of Updated Software

Customer may continue to use updated software after coverage expires. However, no future updates will be available if ESU subscription is terminated or cancelled.

Azure Communication Gateway

Azure Communications Gateway is only available for use by [Telecommunication Service Providers](#). Notwithstanding anything to the contrary in Customer's volume licensing agreement, Microsoft has no defense obligation or liability for any infringement claim for patents alleged to be infringed by the implementation of any [Standards](#) in Azure Communications Gateway. Customer is responsible for obtaining any required licenses directly from the holders of such rights.

Azure Communication Services

Customer Responsibility

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

Notices

The H.264/AVC Visual Standard notice in [Notices](#) section applies.

Recording and Transcription

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

Microsoft Teams Interoperability

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Teams user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

License Terms Precedence

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

End User Information

Except in instances required by law or regulation, Microsoft does not retain information that identifies individual end users. Customer acknowledges that, should it delete or de-link end user identifying information in its possession, Microsoft shall have no responsibility to reconstitute the information.

Defense of Claims

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors, agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

Messaging Application

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

Messaging Policy

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at <https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy>.

Azure DevOps

Use for Development and Testing

Customer may only access and use Azure DevOps to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Azure DevOps at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Azure DevOps. Microsoft is responsible for complying with the terms for any such software included in Azure DevOps and will keep confidential any confidential information of Apple accessed as part of Azure DevOps.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Enablement of GitHub Advanced Security for Azure DevOps

In addition to a [Licensed User](#) permitting access to Azure DevOps, a customer must activate GitHub Advanced Security for Azure DevOps for each repository where the service is required, allowing [Unique Committers](#) to utilize the service.

Azure DevTest Labs

Secrets in DevTest Labs

Azure DevTest Labs automatically creates a key vault when a user saves a secret for the first time. Customer may not use this key vault to store anything other than DevTest Lab related passwords, SSH keys, or personal access tokens.

Microsoft Dev Box

Permitted Usage

Customer must use Microsoft Dev Box ("Dev Box") to design, develop, or test applications. Other use is permitted if Customer is also using Dev Box for one of the aforementioned purposes.

Dev Box is not eligible for the Azure Customer Solution clause in the General Service Terms for Azure.

License Prerequisites

The [Licensed User](#) must be licensed with each of the following: Windows 10/11 Enterprise/Education, Intune, and Microsoft Entra ID P1/P2. In addition to being available independently, all these licenses are also included in Microsoft 365 F3/E3/G3/E5/G5/A3/A5/Business Premium/Student Use Benefit.

Network Egress

Microsoft reserves the right to restrict network egress due to high bandwidth usage.

Use as a Server

You may not use the service to perform server functions to devices outside of the service or to third parties.

Distributed Computing

You may not use the service for sustained distributed computing or digital asset transaction validation workloads.

Data Handling

Windows 365 integrates data (including [Customer Data](#)) between other Microsoft Products including Microsoft Entra ID, Microsoft Intune, Azure Virtual Desktop, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Windows 365 Integrated Services"). Once data is transferred between the Windows 365 Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

Microsoft Fabric

Power BI

Customer's use of Power BI within Microsoft Fabric is subject to [Power BI service specific terms](#) and notices terms provided under the Power BI Platform section of these Online Services product terms.

Azure Health Bot Service

Customer Obligations

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of the Azure Health Bot Service; (2) implementing a secure application-to-application authentication method between the [Customer Health Bot Application](#) and the Azure Health Bot Service; (3) obtaining appropriate consent from end users in connection with their use of the [Customer Health Bot Application](#); and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with their use of the [Customer Health Bot Application](#), including, as applicable, those set forth in the following [form](#).

Azure Kubernetes Service Edge Essentials

Use Rights and Conditions for Use

Customer may use Azure Kubernetes Service Edge Essentials (AKS EE) only on Windows and Windows Server to host, manage, and service validly licensed containers running validly licensed applications.

One (1) SL for AKS EE permits Customer to use AKS EE on one (1) physical device or virtual machine.

Notices

The NVIDIA Components in [Notices](#) apply.

Pre-Release Features

Microsoft may provide pre-release features in AKS EE which are for preview purposes only and may not be used in a production environment. Such pre-release features may not work correctly or the way a final commercial version of the features will. Microsoft may change the commercial versions of such features or may not release commercial versions.

Feedback

If Customer gives feedback about the pre-release features or AKS EE to Microsoft, Customer gives to Microsoft, without charge, the right to use, share and commercialize Customer feedback in any way and for any purpose. Customer will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because Microsoft includes Customer feedback in them. These rights survive Customer's volume licensing agreement.

Azure Kubernetes Service on Azure Stack HCI and Azure Kubernetes Service Runtime on Windows Server

Use Rights and Conditions for Use

Customer may use Azure Kubernetes Service on Azure Stack HCI (AKS on HCI) and Azure Kubernetes Service Runtime on Windows Server (AKS on WS) (collectively, AKS) only (i) on Azure Stack HCI (with respect to AKS on HCI) or Windows Server (with respect to AKS on WS) running on servers dedicated to Customer's use and (ii) to host, manage, and service validly licensed containers running validly licensed applications.

Customer may use AKS as long as it is registered with Customer's valid Azure subscription in order to enable additional AKS functionality and to meter and invoice Customer.

Included Microsoft Applications

AKS may include other Microsoft applications. These license terms apply to those included applications, if any, unless other license terms are provided with the other Microsoft applications.

Third Party Software

AKS may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying AKS or within AKS itself.

License Restrictions

Customer may not work around any mandatory registration or sign-up process for AKS.

Customer Support

Any support for AKS is provided "as is", "with all faults", and without warranty of any kind.

Updates

AKS may automatically download and install updates for you. You agree to receive these automatic updates without any additional notice. Updates may not include all existing software features, services, or peripheral devices.

Azure Lab Services

While Microsoft provides Azure Lab Services to Customer, as between Customer and Microsoft, Customer is the sole provider of related services to Customer's end users and shall have sole and exclusive responsibility to end users, including any support obligations. Customer's end users are not a party to any agreement with Microsoft regarding the services.

Notification; Liability; Bar on Actions Against Microsoft

Customer will notify Microsoft promptly of any incidents that could have an impact on Microsoft such as a data breach, password issues, end user complaint(s), loss of user data, or intellectual property or privacy claims.

Customer acknowledges and agrees that Microsoft has no obligation or liability to Customer or any end user for the end user's usage of the service.

By using the service, an end user may not bring any action against Microsoft in relation to the services. If any end user does bring an action against Microsoft, the Indemnification provision in this section applies.

Indemnification

Customer agrees to hold harmless and indemnify Microsoft from and against any claim by an end user, third party, and/or regulatory authority in connection with the service provided to end users. Customer shall pay any resulting judgment, or settlement, and all costs, including reasonable attorney's fees, and expenses related thereto.

End User Terms

In order to provide the services to end users, Customer and Customer's end users must validly agree to a binding, written agreement that contain the substance of the following requirements:

Statement of Relationship: Customer is the sole provider of the services. Customer is responsible for providing any support to end users. The services will be provided by Customer to Customer's end users under your terms of use and privacy policy.

Compliance; Acceptable Use: Customer is solely responsible for ensuring compliance with all applicable laws, including, but not limited to GDPR, with respect to Customer's provision and end users' use of the service. In addition, for clarity and without limiting the Acceptable Use Policy, Customer and Customer's end users may not use Azure Lab Services to facilitate or engage in cryptocurrency mining. Violation of this prohibition may result in suspension of the service, as set forth in the Acceptable Use Policy.

Disclaimer of Warranties: Customer will disclaim any and all warranties in connection with the services, and Customer will disclaim the same with respect to Microsoft.

Limitation of Liability and Exclusion of Damages: Customer will disclaim liability and exclude damages in a way that is consistent with the provisions of any applicable agreement(s) between Customer and Microsoft.

Updates

Customer is responsible for updating the virtual machines (VMs) in Customer's portfolio. Notwithstanding the foregoing, Microsoft may, but is not obligated to, take any action it deems reasonable in its business judgment with respect to the VMs in your portfolio, including applying any updates or other changes generally applicable to the services.

Azure Machine Learning service

NVIDIA Components

Azure Machine Learning service may include NVIDIA Corporation's CUDA Toolkit, Tesla drivers, cuDNN, DIGITS, NCCL, and TensorRT (the "NVIDIA Components"), Customer agrees that its use of NVIDIA Components is governed by the NVIDIA Cloud End User License Agreement for Compute at <https://go.microsoft.com/fwlink/?linkid=874330>.

Model Catalog/Registry

Any third-party models that Microsoft makes available in the Model Catalog and/or Model Registry are deemed to be Non-Microsoft Products subject to the terms for Non-Microsoft Products in these Microsoft Product Terms. Customer's use of any such third-party models is governed by the third-party license terms provided in connection with the model.

Azure Maps

Navigation restrictions

Customer may not use Azure Maps to enable turn-by-turn navigation functionality in any application.

Database restrictions

Customer may not use Azure Maps or any part thereof to create a competing database or service, or a derived database populated wholly or partially with Customer's data and/or data supplied or created by any third party.

Customer will not use the data delivered by the Azure Maps in combination with any other third-party database, except that Customer may layer onto the data of a type not already included within the Service (such as your proprietary content) or of which Microsoft otherwise licenses.

API Results

Customer may not cache or store information delivered by the Azure Maps API including but not limited to geocodes and reverse geocodes, map data tiles and route information (the "Results") for the purpose of scaling such Results to serve multiple users, or to circumvent any functionality in Azure Maps.

Caching and storing Results is permitted where the purpose of caching is to reduce latency times of Customer's application. Results may not be stored for longer than: (i) the validity period indicated in returned headers; or (ii) 6 months, whichever is the shorter. Notwithstanding the foregoing, Customer may retain continual access to geocodes as long as Customer maintains an active Azure account.

Customer may not display any Results, except geocodes and/or Azure Maps Weather service results, solely as described in these Terms, on any third-party content or geographical map database.

Map Data

Use of content displaying the TomTom copyright notice must be in accordance with restrictions set forth in the TomTom Licensing Third Party Product Terms and EULA (https://www.tomtom.com/en_GB/thirdpartyproductterms/).

Imagery Data

Azure Maps uses imagery from Microsoft Bing. Use of imagery content is subject to the following:

- Customers may not use any means to subvert the restrictions listed above and gain access to imagery content.

User region parameter

User region parameter in Azure Maps must be used in compliance with applicable laws, including those regarding mapping, of the country where maps, images and other data and third-party content that Customer is authorized to access via Azure Maps is made available.

No warranty for accuracy

Microsoft and its suppliers make no warranty that the maps, images, data or any content delivered by Azure Maps will be accurate or complete.

Copyright

Customers may not remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by Azure Maps. In addition, customers using the Azure Maps Render V2 API must use the "Get Map Attribution service" to obtain the copyright attribution text and display it in their applications.

Azure Orbital

Authorization Required

Customers may not use the Azure Orbital service to receive signals from or transmit signals to a satellite space station without the authorization of its operator. By subscribing to the Azure Orbital service, you represent to Microsoft that your intended operations will occur only with the satellite space-station operator's consent.

Azure Private 5G Core

Software License

Subject to the following terms and conditions, Microsoft grants you a nonexclusive, limited, royalty-free, nontransferable right to use the Azure Private 5G Core software solely as part of an [Azure Private MEC Solution](#). Customer agrees that it will only use Azure Private 5G Core after review by Microsoft and may be required to assent to additional terms and conditions, visit aka.ms/ap5gcvalidation.

Azure Stack HCI

Privacy Notice

Microsoft will be a controller of [Personal Data](#) when customers turn on collection of Windows diagnostic data as described in product documentation. When Microsoft is a controller, Microsoft will handle this [Personal Data](#) in accordance with the Microsoft Privacy Statement at aka.ms/privacy, and the [Data Protection Addendum](#) terms do not apply.

Use Rights and Conditions for Use

Customer may use the Azure Stack HCI software only (i) on servers dedicated to Customer's internal use and (ii) as a host operating system to manage and service validly licensed virtual machines running validly licensed applications. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause. Customer may use the Azure Stack HCI software as long as it is (i) registered with Customer's valid Azure subscription in order to enable additional Azure Stack HCI functionality and to meter and invoice Customer and (ii) connected to Customer's Azure subscription over the Internet at least once every thirty (30) consecutive calendar days.

License Restrictions

Customer may not (i) work around any mandatory registration or sign-up process for Azure Stack HCI or (ii) run any applications, operating system roles, and/or other workloads directly on the Azure Stack HCI software except for (A) utilities and operating system roles and (B) virtualized machines running Azure Stack HCI, both (A) and (B) as necessary to enable Azure Stack HCI to host, manage, and service validly licensed virtual machines running validly licensed applications.

Customer Support

Any customer support for Azure Stack HCI that may be available from Microsoft requires that Azure Stack HCI runs on server hardware that is pre-validated and listed in the Azure Stack HCI catalog or any successor.

Azure Stack Hub

Privacy Notice

Microsoft will be a controller of [Personal Data](#) when customers turn on collection of Windows diagnostic data as described in the Product documentation. When Microsoft is a controller, Microsoft will handle this [Personal Data](#) in accordance with the Microsoft Privacy Statement at aka.ms/privacy, and the [Data Protection Addendum](#) terms do not apply.

If a Microsoft Cloud Agreement or Microsoft Customer Agreement Customer uses Azure Stack Hub software or services that are hosted by a Reseller, such use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

Use of Azure Stack Hub

Customer may use Azure Stack Hub only on the hardware on which it is preinstalled.

Use of the Default Provider Subscription

The subscription created for the system administrator during the Azure Stack Hub deployment process (the default provider subscription) may be used solely to deploy and manage the Azure Stack Hub infrastructure; it may not be used to run any workload that does not deploy or manage Azure Stack Hub infrastructure (e.g. it may not be used to run any application workloads).

Azure Stack Hub Plan

Customer may use Microsoft Azure Stack Hub on a [Licensed Server](#), provided it acquires a number of SLs equal to the number of [Physical Cores](#) on that [Server](#). Licenses are reduction eligible; however, ongoing use remains subject to the requirement to retain licenses equal to the [Physical Cores](#) on the [Server](#).

Azure SQL Edge

IoT Device

Any [IoT Device](#) that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the [Outsourcing Software Management](#) clause.

Use of Azure SQL Edge

Customer may install and use any number of copies of the Azure SQL Edge software on an [IoT Device](#) dedicated to Customer's use and to which a [License](#) is assigned. Notwithstanding anything to the contrary in [Universal Terms for Online Services](#), Customer may reassign a [License](#) at any time to other [IoT Devices](#) dedicated to its use. If Customer installs any features or functionalities other than the Azure SQL Edge software (whether derived from Microsoft or third party software) on the [IoT Device](#), then those other features or functionalities may be used only to support the IoT Program.

The terms of the [DPA](#) do not apply to Azure SQL Edge installed on Customer's [IoT Device](#), except to the extent any Personal Data is collected to enable Azure management services and to meter usage for billing purposes, because the operating environment of such [IoT Devices](#) is not under Microsoft's control.

Azure SQL Managed Instance

SQL Server Fail-over Rights

Azure SQL Managed Instances include the following Fail-over entitlements:

- One geo-secondary specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

Customer may also run Primary Workload and its disaster recovery replica simultaneously for brief periods of disaster recovery testing every 90 days, and around the time of a disaster, for a brief period, to assist in the transfer between them. Customer may perform the following maintenance-related operations for any permitted replica:

- Database consistency checks or Checkdb
- Executing backups
- Monitoring resource usage data

The number of vCores used may not exceed the vCore size of the corresponding Primary Workload, except for brief periods during upscaling, downscaling, and failover events. Replicas may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure SQL Server Virtual Machines

SQL Server Fail-over Rights

SQL Server Virtual Machines include the following Fail-over entitlements:

- One Fail-over OSE for any purpose, including high availability; and
- One Fail-over OSE specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

Customer may also run Primary Workload and its disaster recovery Fail-over OSE simultaneously for brief periods of disaster recovery testing every 90 days, and around the time of a disaster, for a brief period, to assist in the transfer between them. Customer may perform the following maintenance-related operations for any permitted Fail-over OSE:

- Database consistency checks or Checkdb
- Executing backups
- Monitoring resource usage data

Fail-over OSEs permitted for disaster recovery must be asynchronous and manual. The number of vCores used may not exceed the vCore size of the corresponding Primary Workload. Fail-over OSEs may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure SQL Database

SQL Server Fail-over Rights

Azure SQL Database include the following Fail-over entitlements:

- One geo-secondary specifically for disaster recovery purposes.

Customer will only be charged for compute, storage, and any associated services, as applicable.

Customer may also run Primary Workload and its disaster recovery replica simultaneously for brief periods of disaster recovery testing every 90 days, and around the time of a disaster, for a brief period, to assist in the transfer between them. Customer may perform the following maintenance-related operations for any permitted replica:

- Database consistency checks or Checkdb
- Monitoring resource usage data

The number of vCores used may not exceed the vCore size of the corresponding Primary Workload, except for brief periods during upscaling, downscaling, and failover events. Replicas may not serve SQL Server data to users or devices or otherwise run active SQL Server workloads.

Azure Virtual Desktop Per User Access

Definitions

"End User" means a third-party individual that acquires Azure Virtual Desktop Customer Solution from Customer for End User's own internal use (without the right to resell or redistribute it).

"Azure Virtual Desktop Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Azure Virtual Desktop.

Use Rights

Azure Virtual Desktop per user access licenses are only available for Customer's external commercial purposes to serve Azure Virtual Desktop Customer Solutions to third parties on Azure. Customer may not use the licenses acquired under this model for internal purposes. Customer may assign no more than one million user identities licensed under this model to its Azure Virtual Desktop session hosts.

To access Azure Virtual Desktop for internal business purposes Customer may acquire select Windows Enterprise and Microsoft 365 licenses. Please see the relevant product sections for more details.

End User Entitlements

End Users may connect to up to five Azure Virtual Desktop session hosts at once.

Hosting Entitlement

The General Service Terms Azure Customer Solution clause does not apply. Notwithstanding the general restrictions in Customer's agreement that preclude reselling, redistributing, or using the Products to offer commercial hosting services to third parties, Customer may, subject to the conditions set forth below:

Combine Azure Virtual Desktop per user access licenses with applications owned or licensed by Customer or a third party to create an Azure Virtual Desktop Customer Solution solely for use on Microsoft Azure, and permit End Users to access and use Azure Virtual Desktop per user access licenses in connection with the use of that Azure Virtual Desktop Customer Solution on a rental, subscription or services basis (whether or not a fee for such use is paid).

Additional Terms

Indemnification. Customer agrees to defend Microsoft from and against any claim by an End User, third party, and/or regulatory authority arising from, or in connection with, the Azure Virtual Desktop Customer Solution provided to End Users. Customer will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section. The obligations under this section are not subject to the limitation of liability or exclusion of certain damages under Customer's volume licensing agreement.

Support. Microsoft is not obligated to provide support services to Customer or its End Users in connection with the Azure Virtual Desktop Customer Solution. Customer alone is responsible for providing technical support to End Users for all aspects and components of the Azure Virtual Desktop Customer Solution, either itself or by obtaining and continuously maintaining support for its End Users through Microsoft or a third party. Customer must inform End Users of this fact. Any support from Microsoft for questions or issues that arise as part of Customer's support of the Azure Virtual Desktop Customer Solution must be obtained under a separate support services agreement.

END USER AGREEMENT REQUIREMENTS

Company must:

- Notify each End User before or at the time of purchase (in the appropriate language versions for the locations in which Company will deliver the Azure Virtual Desktop Customer Solution) that the Azure Virtual Desktop Customer Solution contains Microsoft technology that is subject to certain license terms and that the End User must agree to the license terms before using the Product.
- Include the following acknowledgment in the credit screen or about screen and documentation of any Azure Virtual Desktop Customer Solution: "© Copyright 2021 Microsoft Corporation. All rights reserved."
- Present and execute license terms in a manner that forms a contract binding the End User under applicable law. Such license terms must contain the substance of the requirements contained in the following exemplar:

TERMS AND CONDITIONS REGARDING USE OF MICROSOFT SOFTWARE & ONLINE SERVICES

This document governs the use of software and online services ("Software Services") that [insert Service Provider's name] ("Service Provider") provides to you on a rental, subscription or services basis, and that include Microsoft software and online services ("Microsoft Products"). Service Provider does not own the Microsoft Products and the use thereof is subject to certain rights and limitations of

which Service Provider must inform you. Your right to use the Microsoft Products is subject to the terms of your agreement with Service Provider, and to your understanding of, compliance with, and consent to the following terms and conditions, which Service Provider does not have authority to vary, alter, or amend.

- **OWNERSHIP OF MICROSOFT PRODUCTS.** The Microsoft Products are licensed to Service Provider from an affiliate of the Microsoft Corporation (collectively "Microsoft"). Microsoft Products are protected by copyright and other intellectual property rights. Microsoft Products and related elements including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Microsoft Products are owned by Microsoft or its suppliers. You may not remove, modify or obscure any copyright trademark or other proprietary rights notices that are contained in or on the Microsoft Products. The Microsoft Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the Microsoft Products does not transfer any ownership of the Microsoft Products or any intellectual property rights to you.
- **USE OF SOFTWARE SERVICES.** You may use the Software Services only in accordance with your agreement with Service Provider and these terms. These terms permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during the installation and/or use of the Software Services.
- **COPIES.** You may not make any copies of the Products.
- **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Products, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.
- **NO RENTAL.** You may not rent, lease, lend, pledge, or directly or indirectly transfer or distribute the Products to any third party, and may not permit any third party to have access to and/or use the functionality of the Products except for the sole purpose of accessing the functionality of the Products in the form of Software Services in accordance with the terms of this agreement and any agreement between you and Service Provider.
- **TERMINATION.** Without prejudice to any other rights, Service Provider may terminate your rights to use the Products if you fail to comply with these terms and conditions. In the event of termination or cancellation of your agreement with Service Provider or Service Provider's agreement with Microsoft under which the Products are licensed, you must stop using and/or accessing the Products, and destroy all copies of the Products and all of their component parts within thirty (30) days of the termination of your agreement with Service Provider.
- **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** Microsoft disclaims, to the extent permitted by applicable law, all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Software Services. Any warranties and liabilities are provided solely by Service Provider and not by Microsoft, its affiliates or subsidiaries.
- **PRODUCT SUPPORT.** Any support for the Software Services is provided to you by Service Provider or a third party on Service Provider's behalf and is not provided by Microsoft, its suppliers, affiliates or subsidiaries.
- **NOT FAULT TOLERANT.** The Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. You must not use the Products in any application or situation where the Product(s) failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use").
- **EXPORT RESTRICTIONS.** The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
- **LIABILITY FOR BREACH.** In addition to any liability you may have to the Service Provider, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
- **INFORMATION DISCLOSURE.** You must permit Service Provider to disclose any information requested by Microsoft under the Service Provider's Agreement. Microsoft will be an intended third-party beneficiary of your agreement with Service Provider, with the right to enforce provisions of your agreement with Service Provider and to verify your compliance.
- **PRIVACY AND DATA PROTECTION.** The Software Service will be provided by Service Provider you under its privacy policy.

Azure VMware Solution

Professional Services Data Transfer to VMware

If customer contacts Microsoft for technical support relating to Azure VMware Solution and Microsoft must engage VMware for assistance with the issue, Microsoft will transfer the Professional Services Data and the Personal Data contained in the support case to VMware. The transfer is made subject to the terms of the Support Transfer Agreement between VMware and Microsoft, which establishes Microsoft and VMware as independent processors of the Professional Services Data. Before any transfer of Professional Services Data to VMware will occur, Microsoft will obtain and record consent from customer for the transfer.

VMware Data Processing Agreement

Once Professional Services Data is transferred to VMware (pursuant to the above section), the processing of Professional Services Data, including the Personal Data contained the support case, by VMware as an independent processor will be governed by the VMware Data Processing Agreement for Microsoft AVS Customers Transferred for L3 Support (https://rc.portal.azure.com/verifyLink?href=https%3A%2F%2Fwww.vmware.com%2Fvmware-dpa-for-avs-customers.html&id=Microsoft_Azure_Marketplace). Customer also gives authorization to allow its representative(s) who request technical support for Azure VMware Solution to provide consent on its behalf to Microsoft for the transfer of the Professional Services Data to VMware.

Deployment and Usage Information

Customer authorizes Microsoft to share with VMware its status as a customer of Azure VMware Solution and associated Azure VMware Solution deployment and usage information.

Azure AI Services

For the purposes of this section, "Services" means collectively the Azure AI Services.

Product documentation

Microsoft may provide technical documentation regarding the appropriate operation applicable to the Services (including the applicable developer guides), which is made available online by Microsoft and updated from time to time. Customer acknowledges and agrees that it has reviewed this documentation and will use the Services in accordance with such documentation, as applicable.

Some Services are intended to process Customer Data that includes Biometric Data (as may be further described in product documentation) which Customer may incorporate into its own systems used for personal identification or other purposes. Customer acknowledges and agrees that it is responsible for complying with the Biometric Data obligations contained in the Online Services DPA (<https://aka.ms/DPA>).

Limit on Customer use of service output

Customer will not use, and will not allow third parties to use the Services or data from the Services to create, train, or improve (directly or indirectly) a similar or competing product or service.

Limited Access Services

Certain Services (or versions thereof) require registration and are subject to limitations on access and use based on Microsoft's eligibility and use criteria, as updated by Microsoft from time to time ("Limited Access Services"). The following Azure AI Services are Limited Access Services:

- Azure AI Speech text to speech custom neural voice
- Azure AI Vision Face API
- Azure AI Vision celebrity recognition
- Azure AI speaker recognition
- Azure Video Indexer Applied AI Service
- Azure OpenAI Service
- Azure OpenAI Service (Modified Content Filtering/Abuse Monitoring)

NOTE: In addition to the services listed here, (i) Azure AI Services Previews may be designated, in applicable preview terms, as subject to Limited Access Services terms; and (ii) certain versions of Azure AI Services, such as versions in containers, may be designated, in product documentation or otherwise, as subject to Limited Access Services terms.

Customer may only use Limited Access Services (including when used in a Customer Solution) in accordance with the applicable Product Terms, product documentation, and these Limited Access Services terms; solely for the permitted uses specified in its registration form; and in accordance with any commitments and/or representations made in its Limited Access Services registration form. Customer will provide current, complete, and accurate information in all registration forms and other materials provided to Microsoft pursuant to these Limited Access Service terms. Microsoft may require Customer from time to time to re-verify that all information submitted to Microsoft regarding Customer and Customer's use of the Limited Access Services remains accurate, complete, and up to date, and that Customer is using the Limited Access Services in accordance with the information submitted and these terms. Customer must respond to requests for re-verification from Microsoft within ten (10) business days of receiving a request (requests may be provided via self-certification Azure tools). If Microsoft needs additional information to assure compliance with these terms or eligibility for access to Limited Access Services, Customer will reasonably cooperate with Microsoft to provide such information within thirty (30) business days of request.

Microsoft may re-assess Customer's eligibility to access and use Limited Access Services from time to time. If Microsoft determines that Customer no longer meets Microsoft's eligibility and use criteria for a Limited Access Service (or that Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft will provide Customer with 12 months' notice before discontinuing Customer's access to and use of that Limited Access Service, unless security, legal, or system performance considerations require an expedited discontinuation of access. This does not apply to Previews and does not affect any other rights and remedies available to Microsoft with respect to Customer's use of Services.

In addition to Microsoft's right to discontinue access to and use of a Limited Access Service when Customer no longer meets Microsoft's eligibility and use criteria (or Customer does not meet eligibility and use criteria for a Service that has become a Limited Access Service), Microsoft may limit, suspend or terminate Customer's access to a Limited Access Services for non-compliance with any of the terms in this section (including without limitation Customer's use of a Limited Access Service in a manner that is inconsistent with the Customer's Limited Access Service registration form or with requirements in applicable product documentation), without advance notice but only to the extent reasonably necessary under the circumstances.

Azure OpenAI Service

In addition to the Universal Terms for Online Services applicable to Microsoft Generative AI Services and the Limited Access Services terms above, the following terms apply to the use of the Azure OpenAI Service.

- **Data Use and Access for Abuse Monitoring:** Except for the Limited exception below, as part of providing the Azure OpenAI service, Microsoft will temporarily store Inputs and Output Content, solely to monitor for and prevent abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review such data that has triggered our automated systems to investigate and verify potential abuse. For customers who have deployed Azure OpenAI service in the European Economic Area, the authorized Microsoft employees will be located in the European Economic Area. See the Azure OpenAI product documentation <https://learn.microsoft.com/azure/ai-services/openai/> for more information.
- **Limited exception.** The foregoing Data Use and Access for Abuse Monitoring terms will not apply if and to the extent Customer is approved for and complies with all requirements to use the Azure OpenAI Service with Modified Abuse Monitoring.
- **Location of Data Processing:** Notwithstanding the Location of Data Processing provision in the Universal Terms applicable to Microsoft Generative AI Services, the commitments related to the location of data processing and storage in the Product Terms Privacy & Security Terms for Microsoft Azure Core Services remain in effect for Azure OpenAI Service.

Azure AI Speech text to speech (TTS) custom neural voice and use of Synthetic Voices

Permissions: Customer represents, warrants and certifies that (i) it has explicit written permission from the voice owner(s) contained within its audio files ("Voice Talent") to use their personal data, including his/her voice likeness to create voice model(s) ("Synthetic Voice(s)"), (ii) Customer's agreement(s) contemplate the duration of use of the Synthetic Voice and any content limitations and (iii) Customer has shared Microsoft's disclosure guidance for voice talent (<https://aka.ms/disclosure-voice-talent>) with Voice Talent directly or through Voice Talent's authorized representative that describes how synthetic voices are developed and operate in conjunction with text to speech services. Microsoft reserves the right to require Customer to provide audio files containing acknowledgements by Voice Talent(s). Customer acknowledges and agrees that Microsoft may use this to perform speaker verification against Customer's audio training files; however, Microsoft's retention of audio files does not create or imply an obligation that Microsoft will perform speaker verification.

Permitted uses: In addition to compliance with the Acceptable Use Policy, the code of conduct (available at <https://aka.ms/custom-neural-code-of-conduct>) sets the minimum requirements that all TTS implementations must adhere to in good faith. Customer shall have the exclusive right to use the Synthetic Voice(s) created by Customer and made available through use of the Services. Notwithstanding the foregoing or anything to the contrary in the DPA, Customer acknowledges and agrees that Microsoft may retain a copy of each Synthetic Voice created by Customer and may, but is not obligated to, use the Synthetic Voice(s) to investigate and respond to any alleged violations of the service terms. Customer agrees and grants Microsoft a limited nonexclusive irrevocable worldwide license to retain acknowledgment audio voice consent file(s) and a copy of the Synthetic Voice(s) for the limited purposes above. Customer is required to secure and maintain all rights necessary for Microsoft to retain and use the acknowledgment audio files and Synthetic Voice(s) as described in this section without violating the rights of Voice Talent(s) or any other third party or otherwise obligating Microsoft to Customer, Voice Talent or any other third party. This paragraph will survive termination or expiration of Customer's agreement.

Microsoft Translator Attribution

When displaying automatic translations performed by Microsoft Translator, Customer will provide reasonably prominent notice that the text has been automatically translated by Microsoft Translator.

Services in Containers

Services features that are available in containers are licensed to Customer under this agreement as Online Services, and the containers are also subject to the terms for Use of Software with the Online Service. Customer may install and use any number of containers on Customer's hardware devices that are dedicated to Customer's exclusive use, subject to the conditions specified below for connected and disconnected containers, respectively. For containers installed on dedicated hardware that is under the management or control of an entity other than Customer or one of its Affiliates, the Outsourcing Software Management clause of the [Universal License Terms for All Software](#).

Microsoft may offer required and/or optional updates or supplements to the services in containers. If an update is required, Customer will update the container in accordance with the Microsoft notice requirements; failure to perform these updates may affect the container's functionality and/or the container may stop operating.

The containers include material that is confidential and proprietary to Microsoft. Customer agrees to keep that material confidential and to promptly notify Microsoft if Customer becomes aware of any possible misappropriation or misuse.

Because the operating environment of containers installed on Customer's dedicated hardware is not under Microsoft's control, the terms of the [DPA](#) do not apply to those containers, except to the extent a) any [Personal Data](#) is collected in connection with a billing endpoint, or b) [Customer Data](#) is provided to Microsoft for custom model training prior to download of the Service operating in the container.

Connected Containers: Connected containers are designed to connect to a billing endpoint. Customer must configure any connected containers it uses to communicate with the billing endpoint so that the billing endpoint meters all use of the container(s). In addition to the rights to install and use containers on dedicated hardware, Customer may also install and use any number of connected containers in Customer's Microsoft Azure Service accounts; all rights to install and use connected containers are subject to Customer's enabling and maintaining metering for all such containers.

Disconnected Containers: Disconnected containers are intended for use with no online connectivity to an Azure billing endpoint. Disconnected containers are subject to the terms for Limited Access Services. Disconnected containers have limited capacity workloads and usage is measured in units. As specified in the terms for Purchasing Microsoft Azure Services, Customer must pay upfront for a commitment tier at the number of units necessary to meet Customer's actual service usage for each license period. Customer has the rights specified above to install and use disconnected containers on dedicated hardware provided that the aggregate service usage in all Customer's disconnected containers does not exceed the usage for which Customer has paid for the applicable license period. Disconnected container units expire at the end of the license period, and Customer must activate (or reactivate, as applicable) disconnected container units before the beginning of the next license period. If Customer fails to reactivate a disconnected container prior to the expiration of the applicable license period, the disconnected container will stop operating after the license expires.

Inactive Services Configurations and Custom Models

For the purposes of data retention and deletion, a Services configuration or custom model that has been inactive may at Microsoft's discretion be treated as an Online Service for which the Customer's subscription has expired. A configuration or custom model is inactive if for 90 days (1) no calls are made to it; (2) it has not been modified and does not have a current key assigned to it and; (3) Customer has not signed in to it.

Defender for Cloud - Use on Devices Managed by Third-Parties

Notwithstanding the [Outsourcing Software Management](#) clause, Customer may use Defender for Cloud with workloads running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Express Route Global Reach

Express Route Global Reach is an Azure Service offering data transport capabilities to Express Route users in certain locations. Express Route Global Reach is provided by the Microsoft Affiliate authorized in a given country to administer it. Pricing for Express Route Global Reach may include applicable taxes and fees. Express Route Global Reach terms may vary from country to country. All included taxes, fees and country-specific terms of use are disclosed in the terms of use available at <https://aka.ms/CommunicationServicesTerms>.

Extended Use Rights for Microsoft Defender for Identity Customers

Customer may also install and use Advanced Threat Analytics locally to manage client [OSEs](#) (or Server [OSEs](#) used as client [OSEs](#)) that are used solely by users to whom licenses are assigned. This right expires when Customer's subscription expires.

Microsoft Genomics

Microsoft Genomics Privacy

The Microsoft Privacy Statement located at <https://aka.ms/privacy> applies to Customer's use of Microsoft Genomics, except that this Microsoft Genomics section controls to the extent it conflicts with the Microsoft Privacy Statement.

Broad License Terms

Microsoft Genomics includes access to the Genetic Analysis Toolkit (GATK) from the Broad Institute, Inc. ("Broad"). Use of the GATK and any related documentation as part of Microsoft Genomics is also subject to Broad's GATK End User License Agreement ("Broad EULA" located here <https://software.broadinstitute.org/gatk/eula/index?p=Azure>).

Microsoft may collect and share with Broad certain statistical and technical information regarding Customer's usage of the GATK. Customer authorizes Microsoft to report to Broad Customer's status as a user of the GATK in Microsoft Genomics.

No Medical Use

Microsoft Genomics is not a medical device and outputs generated from its use are not intended to be statements of fact, nor are they to be used as a substitute for medical judgment, advice, diagnosis or treatment of any disease or condition.

Multi-Cloud Scanning Connectors for Microsoft Purview

To enable interoperability with Customer's deployments with other cloud providers, Microsoft may operate within such other clouds certain optional, discrete data scanner functionality for Customer's data hosted in such other clouds (the "Multi-Cloud Scanning Connectors for Microsoft Purview"). Microsoft will disclose in its documentation how Customer may enable and use the Multi-Cloud Scanning Connectors for Microsoft Purview. For clarity, the Multi-Cloud Scanning Connectors for Microsoft Purview is a separate add-on to Microsoft Purview. The Multi-Cloud Scanning Connectors for Microsoft Purview is not a Microsoft Azure Core Service and the following sections of the [DPA](#) do not apply to the Multi-Cloud Scanning Connectors for Microsoft Purview: "Educational Institutions", "CJIS Customer Agreement", "HIPAA Business", and "Appendix A - Security Measures".

With respect solely to the Multi-Cloud Scanning Connectors for Microsoft Purview, the following modifications to the [DPA](#) apply:

- **Data Access:** Microsoft employs least privilege access mechanisms to control access to [Customer Data](#) (including any [Personal Data](#) therein). Microsoft employs role-based access controls to ensure that Microsoft's access to [Customer Data](#) required for service operations is for an appropriate purpose and approved with management oversight.
- **Auditing Compliance:** Microsoft's commitments in the Auditing Compliance section of the [DPA](#) do not extend to third-party computers, computing environments or physical data centers used by the Multi-Cloud Scanning Connectors for Microsoft Purview.

Standard data protection terms offered by those other cloud providers govern your use of the Multi-Cloud Scanning Connectors for Microsoft Purview while the add-on is hosted in such other clouds.

Visual Studio App Center

Visual Studio App Center Test Privacy and Security Terms

The privacy statement located at <https://aka.ms/actestprivacypolicy> applies to Customer's use of Visual Studio App Center Test. Customer may not use Visual Studio App Center Test to store or process Personal Data. Please refer to the Product documentation for more information.

Use for Development and Testing

Customer may only access and use Visual Studio App Center to develop and test Customer's application(s). Only one Licensed User may access a virtual machine provided by Visual Studio App Center at any time.

Authorized Developer

Customer appoints Microsoft as its authorized developer with respect to Apple software included in Visual Studio App Center. Microsoft is responsible for complying with the terms for any such software included in Visual Studio App Center and will keep confidential any confidential information of Apple accessed as part of Visual Studio App Center.

Third Party Repository Service Access

If Customer grants Microsoft access to its third-party repository service account(s), Customer authorizes Microsoft to scan the account(s), including the contents of Customer's public and private repositories.

Add-ons

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

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

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

Microsoft Azure User Plans

Qualifying License(s)	Add-on User Subscription License(s)
Advanced Threat Analytics 2016 Client Management License per User	Microsoft Defender for Identity Client Management License Add-on (User SL)

Microsoft Dynamics 365 Services

Availability

Product	Program Attribute
Dynamics 365 Customer Service Enterprise (Device SL)	Additional Product,USGCC
Dynamics 365 Field Service (User SL)	Additional Product,USGCC
Dynamics 365 Operations - Order Lines	Additional Product
Dynamics 365 Customer Service Digital Messaging	Additional Product
Dynamics 365 Finance Premium (User SL)	Additional Product
Professional Direct Support	Additional Product,USGCC
Dynamics 365 Team Members From SA (User SL)	Additional Product,USGCC
Dynamics 365 Finance Add-on (User SL)	Additional Product
Dynamics 365 Commerce Recommendations	Additional Product
Sensor Data Intelligence Scenario Add-in for Dynamics 365 Supply Chain Management	Additional Product
Dynamics 365 Field Service (Device SL)	Additional Product,USGCC
Edge Scale Unit Add-in for Dynamics 365 Supply Chain Management (SL)	Additional Product,USGCC
Dynamics 365 Customer Insights	Additional Product,USGCC
Dynamics 365 Remote Assist (User SL)	Additional Product
Dynamics 365 Routing Overage	Additional Product
Dynamics 365 Finance (User SL)	Additional Product
Dynamics 365 Customer Service Chat	Additional Product,USGCC
Dynamics 365 Guides (Device SL)	Additional Product
Dynamics 365 Customer Service Professional (User SL)	Additional Product,USGCC
Dataverse Database Capacity	Additional Product
Dynamics 365 Commerce Ratings and Reviews	Additional Product
Dynamics 365 Sales Premium (User SL)	Additional Product
Sensor Data Intelligence Additional Machines Add-in for Dynamics 365 Supply Chain Management	Additional Product
Dynamics 365 Fraud Protection	Additional Product
Dynamics 365 Team Members Add-on (User SL)	Additional Product,USGCC
Dynamics 365 Field Service Contractor (User SL)	Additional Product
Dynamics 365 Commerce From SA (User SL)	Additional Product
Dynamics 365 Conversation Intelligence	Additional Product
Dynamics 365 Fraud Protection Additional Capacity	Additional Product
Dynamics 365 Operations - Activity Add-on (User SL)	Additional Product
Dynamics 365 Operations - Device (Device SL)	Additional Product
Dynamics 365 Operations - Device Add-on (Device SL)	Additional Product
Dynamics 365 Voice Channel and Digital Messaging	Additional Product,USGCC
Dynamics 365 Remote Assist (Device SL)	Additional Product
Cloud Scale Unit Add-in for Dynamics 365 Supply Chain Management (SL)	Additional Product
Dataverse File Capacity	Additional Product

Dynamics 365 Human Resources (User SL)	Additional Product
Dynamics 365 Commerce Add-on (User SL)	Additional Product
Dynamics 365 Human Resources from SA (User SL)	Additional Product
Dynamics 365 Supply Chain Management From-SA (User SL)	Additional Product
Dynamics 365 Project Operations (User SL)	Additional Product
Dynamics 365 Field Service - Resource Scheduling Optimization	Additional Product
Dynamics 365 Sales Enterprise (Device SL)	Additional Product,USGCC
Dynamics 365 e-Commerce Tier Overage	Additional Product
Dynamics 365 e-Commerce Tier	Additional Product
Dynamics 365 Guides (User SL)	Additional Product
Dynamics 365 Intelligent Order Management	Additional Product,Student Offering
Microsoft Relationship Sales	Additional Product
Dynamics 365 Supply Chain Management (User SL)	Additional Product
Dynamics 365 Sales Professional (User SL)	Additional Product
Dataverse Log Capacity	Additional Product
Dynamics 365 Sales Insights (User SL)	Additional Product
Dynamics 365 Human Resources Self Service (User SL)	Additional Product
Dynamics 365 Operations - Additional File Capacity	Additional Product
Dynamics 365 Finance From-SA (User SL)	Additional Product
Dynamics 365 Additional Interacted People (Tiers 1-3)	Additional Product
Dynamics 365 Operations - Device From SA (Device SL)	Additional Product
Dynamics 365 Human Resources Sandbox	Additional Product
Dynamics 365 Commerce Scale Unit - Cloud	Additional Product
Dynamics 365 Commerce (User SL)	Additional Product
Dynamics 365 Operations - Additional Database Capacity	Additional Product
Dynamics 365 Sales Enterprise (User SL)	Additional Product,USGCC
Dynamics 365 Operations - Activity From SA (User SL)	Additional Product
Dynamics 365 Operations - Sandbox Tiers 2-5	Additional Product
Dynamics 365 Additional Unified People (Tiers 1-3)	Additional Product
Dynamics 365 Supply Chain Management Add-on (User SL)	Additional Product
Dynamics 365 Additional Asset Management	Additional Product,USGCC
Dynamics 365 Team Members (User SL)	Additional Product,USGCC
Dynamics 365 Operations - Activity (User SL)	Additional Product
Dynamics 365 Customer Service Enterprise (User SL)	Additional Product,USGCC

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All, except Microsoft Relationship Sales
Qualified User Exemption	None
Reduction Eligible	All, except Microsoft Relationship Sales
Reduction Eligible (SCE)	All, except Microsoft Relationship Sales
True-Up Eligible	All

Unified Service Desk (USD)

Customers with active Dynamics 365 Customer Service Enterprise subscriptions may install and use USD software for each user. [Servers](#) used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the [Outsourcing Software Management](#) clause.

Dynamics CustomerSource

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

Dynamics 365 Plan for Government

Dynamics 365 Supply Chain Management, Finance, Commerce, and Human Resources are not available in Dynamics 365 Plan for Government.

Prerequisites for Base and Attach user subscription licenses

When purchasing multiple core Business Applications, the first or Base license must be the highest priced license for the user. Every full user must have a Base license. Dynamics 365 attach user SLs may only be assigned to users with qualifying application licenses.

Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

Dynamics 365 Remote Assist and Dynamics 365 Guides

External Users may access and use the above software on devices licensed with a Dynamics 365 Remote Assist Device SL or Dynamics 365 Guides Device SL.

Dual Use Rights

Certain Dynamics 365 SLs may allow access to the on-premises equivalent. This is mapped in the table below:

Dynamics 365 License	On-Premises Software access	On-Premises Server
Dynamics 365 Sales Enterprise	Dynamics 365 for Sales (On-Premises)	Dynamics 365 (On-Premises)
Dynamics Customer Service Enterprise	Dynamics 365 for Customer Service (On-Premises)	
Dynamics 365 Field Service	Dynamics 365 for Field Service functionality (On-Premises)	
Dynamics 365 Operations - Activity	Dynamics 365 for Operations Activity (on-premises)	Dynamics 365 for Operations, on-premises
Dynamics 365 Operations - Device	Dynamics 365 for Operations Device (on-premises)	
Dynamics 365 Finance	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Human Resources	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Supply Chain Management	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Commerce	Dynamics 365 for Operations (on-premises)*	
Dynamics 365 Team Members	Dynamics 365 for Team Members (on-premises)	Dynamics 365 (On-Premises) or Dynamics 365 for Operations, on-premises
Dynamics 365 Business Central Essentials**	Dynamics 365 Business Central Essentials (On-Premises)	Dynamics 365 Business Central (On-Premises)
Dynamics 365 Business Central Premium**	Dynamics 365 Business Central Premium (On-Premises)	
Dynamics 365 Business Central Team Members**	Dynamics 365 Business Central Team Members (On-Premises)	
Dynamics 365 Business Central - Device**	Dynamics 365 Business Central - Device (On-Premises)	

*On-premises dual use rights only apply for the specific Dynamics 365 for Operations applications for which the user has a cloud SL. For example, a user licensed for Finance may only use the Dynamics 365 on-premises security roles associated with the Finance USL.

**Only available for Microsoft Cloud Agreement (MCA)

License Prerequisites

Purchases of the following Licenses also require the purchase of a Prerequisite License listed in the table below:

License	License Prerequisites (Base License only)
Dynamics 365 Team Members	Dynamics 365 user SLs other than the Team Members SL
Dynamics 365 Sales Insights	Dynamics 365 Sales Enterprise, or Dynamics 365 Sales Premium, or Microsoft Relationship Sales
Dynamics 365 Conversation Intelligence	Dynamics 365 Sales Insights
Dynamics 365 Customer Insights Attach	10 or more seats of ONE of the following: Dynamics 365 Sales Professional Dynamics 365 Sales Enterprise Dynamics 365 Sales Premium Microsoft Relationship Sales Dynamics 365 Customer Service Professional Dynamics 365 Customer Service Enterprise Dynamics 365 Field Service Dynamics 365 Finance Dynamics 365 Supply Chain Management Dynamics 365 Commerce
Chat for Dynamics 365	Dynamics 365 Customer Service Enterprise
Dynamics 365 Intelligent Order Management User SL	Dynamics 365 Intelligent Order Management
Dynamics 365 Customer Service Messaging	Dynamics 365 Customer Service Enterprise
Sensor Data Intelligence Scenario Add-in for Dynamics 365 Supply Chain Management	Dynamics 365 Supply Chain Management
Cloud Scale Unit Add-in for Dynamics 365 Supply Chain Management	
Edge Scale Unit Add-in for Dynamics 365 Supply Chain Management	
Dynamics 365 e-Commerce Tier	Dynamics 365 Commerce
Dynamics 365 Commerce Scale Unit - Cloud	
Dynamics 365 Commerce Recommendations	
Dynamics 365 Commerce Ratings and Reviews	
Dynamics 365 Field Service Contractor User SL	Dynamics 365 Field Service (User SL) or Dynamics 365 Field Service Device (SL) and Microsoft Entra ID

Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY	Minimum purchased Base Licenses
Microsoft Relationship Sales	10	Microsoft Relationship Sales
Dynamics 365 Commerce Dynamics 365 Finance	20	Dynamics 365 Commerce, or Dynamics 364 Finance, or

Product	Minimum QTY	Minimum purchased Base Licenses
Dynamics 365 Project Operations Dynamics 365 Supply Chain Management		Dynamics 365 Project Operations, or Dynamics 365 Supply Chain Management
Dynamics 365 Finance Premium	10	Dynamics 365 Finance Premium
Dynamics 365 Human Resources	5	Dynamics 365 Human Resources
Professional Direct Support	20 (250 maximum - once met all remaining users are covered with no additional licenses required)	All Dynamics applications
Dynamics 365 Additional Interacted People	Tier 1: 1 Tier 2: 4 Tier 3: 5	Dynamics 365 Additional Interacted People Tier 1 Dynamics 365 Additional Interacted People Tier 2 Dynamics 365 Additional Interacted People Tier 3
Dynamics 365 Additional Unified People	Tier 1: 1 Tier 2: 4 Tier 3: 19	Dynamics 365 Additional Unified People Tier 1 Dynamics 365 Additional Unified People Tier 2 Dynamics 365 Additional Unified People Tier 3

Service Specific Terms

Notices

The Communication Services Notices apply. In addition, Azure Media Services H.265/HEVC Encoding, H.264/AVC Visual Standard, and VC-1 Video Standard apply only to Dynamics 365 Commerce. (refer to [Notices](#))

External Users

[External Users](#) of Dynamics 365 Services do not need a SL to access the Online Service. This exemption does not apply to (1) contractors or agents of Customer or its Affiliates, or (2) [External Users](#) using Dynamics 365 client software with Dynamics 365 Services other than services or components included in Dynamics 365 Supply Chain Management, Dynamics 365 Finance/Finance Premium, Dynamics 365 Commerce, Dynamics 365 Human Resources, or Dynamics 365 Project Operations.

Administration Portal

Customers with Dynamics 365 Supply Chain Management, Dynamics 365 Finance/Finance Premium, Dynamics 365 Commerce, Dynamics 365 Human Resources, or Dynamics 365 Project Operations SLs may deploy and manage the Online Service through Microsoft Dynamics Lifecycle Services (or its successor), which is subject to separate terms.

Mixed deployments of Dynamics 365 services

Customers may mix (i) Dynamics 365 Sales Professional and Enterprise licenses, (ii) Dynamics 365 Customer Service Professional and Enterprise licenses, or (iii) Dynamics 365 Business Central and any of the following: Dynamics 365 Finance/Finance Premium, Dynamics 365 Supply Chain Management, or Dynamics 365 Project Operations licenses if,

- Each Online Service is deployed under a separate instance, and
- Licensed users only access instances for which they are entitled.

Third-Party Funds Transfers

Certain Dynamics 365 services may make third-party services available that allow Customer to transfer funds to Customer's end users or other recipient using that third-party service. Customer's use of any third-party service to transfer funds is governed by the terms and conditions of that third-party service. The third-party service provider is solely responsible for the receipt and transmission of funds. Microsoft is not responsible for any aspect of the third-party service and does not at any point hold, own or control funds, actually or constructively receive, take possession of or hold any money or monetary value for transmission, or advertise, solicit or hold itself out as receiving money for transmission.

Dynamics 365 Business Central and Dynamics 365 Finance in Denmark

Bookkeeping Laws and Regulations

These terms apply only to Customers with an enterprise in Denmark as required under the Bookkeeping Act. The DPA governs how Microsoft handles Customer Data in Dynamics 365 Business Central and Dynamics 365 Finance, except for the retention, deletion, and disclosure of Accounting Materials. In the event of any conflict or inconsistency between the DPA and any other terms in Customer's licensing agreement, these terms shall prevail.

Definitions

"Accounting Materials" means all documents that comprise bookkeeping, including any recorded transactions and receipts and other data (including Personal Data) for an enterprise that Customer provides or is provided on behalf of Customer in a Digital Standard Bookkeeping System, as required by the Bookkeeping Act.

"Bookkeeping Act" means the Danish Bookkeeping Act of 24 May 2022 and any issued executive orders that regulate the bookkeeping and accounting obligations of enterprises, as well as providers of Digital Standard Bookkeeping Systems, in Denmark.

"Danish Authority" means any (i) Danish public authority that has the necessary legal right to inspect an enterprise and request its Accounting Materials under the Bookkeeping Act or other relevant laws; or (ii) liquidator, bankruptcy trustee, or reorganizer that has taken over management of the enterprise.

"Digital Standard Bookkeeping System" means a digital service or software containing functions that enables enterprises to record and store Accounting Materials, or at least a complete backup copy of the same on a server hosted by the provider or another third-party according to the Bookkeeping Act's regulations and standards.

Registration Number

Dynamics 365 Business Central and Dynamics 365 Finance are Digital Standard Bookkeeping Systems registered with the Danish Business Authority. The registration numbers are:

Business Central	fob467715
Finance	fob314877

Data Retention and Deletion of Accounting Materials

By using Dynamics 365 Business Central or Dynamics 365 Finance, Customer agrees that Microsoft or its affiliates, in accordance with their legal obligation, can copy, store, and retain Customer's Accounting Materials for 5 years from the end of the financial year of the related recorded transactions and receipts ("Retention Period"), even if Customer changes its bookkeeping system, goes bankrupt, or is liquidated, as required by the Bookkeeping Act. Microsoft will store Customer's Accounting Materials at rest in a Microsoft-managed storage in the same location as the primary computer equipment processing the Customer Data for these services or the European Union. During the Retention Period, Customer cannot access, extract, correct, or delete any of its Accounting Materials from this storage. Microsoft will use the same security measures to protect Customer's Accounting Materials as it uses to protect other Customer Data. After the Retention Period ends, Microsoft will delete Customer's Accounting Materials. Microsoft has no liability for the deletion of Customer's Accounting Materials.

Disclosure of Accounting Materials

Microsoft will disclose or provide access to Customer's Accounting Materials to Danish Authorities as necessary to satisfy a request compelling such disclosure as required by the Bookkeeping Act. Other data a Customer stores in these Digital Standard Bookkeeping Systems is not subject to disclosure. The Danish Authorities are only authorized to request Accounting Materials from providers of

Digital Standard Bookkeeping Systems if obtaining the information directly from the enterprise is not possible. Microsoft has no liability for the disclosure of Customer's Accounting Materials to any Danish Authority.

Dynamics 365 Customer Insights

Promotional Laws, Regulations, and Industry Standards

Microsoft bears no responsibility for Customer's compliance with any applicable law, regulation, or industry standard governing the Customer's transmittal of promotional communications.

Dynamics 365 Supply Chain Management, Finance, Commerce, and Project Operations Source Code

Customer may modify for its internal use the X++ application layer source code for Dynamics 365 Supply Chain Management, Dynamics 365 Finance/Finance Premium, Dynamics 365 for Commerce, or Dynamics 365 Project Operations.

Server Use Rights for Dynamics 365 User SLs, From SA User SLs and Add-on User SLs

The server use rights provisions below do not apply to Customers licensed for Dynamics 365 for Sales Professional, Dynamics 365 Customer Service Professional, Dynamics 365 Customer Insights, Dynamics 365 for Human Resources, or Customers licensed for Dynamics 365 online services through Open License, Open Value and Open Value Subscription.

Dynamics 365 for Operations on-premises Server

Customer's with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Unified Operations Plan (or any separately licensed component of the Plan) may,

- install any number of copies of the Dynamics 365 for Operations Server software on a network server or shared servers;
- install and use Dynamics AX 2012 R3 Server software in lieu of Dynamics 365 for Operations Server;
- allow access to the server software only to users and devices assigned a qualifying SL;
- receive and use updates related to government tax and regulatory requirements on the server software; and
- modify or create derivative works of plug-ins, runtime, and other components identified in printed or online documentation and use those derivative works, but only with the server software and only for Customer's internal purposes.

Dynamics 365 on-premises Server

Customers with active subscriptions for (1) Dynamics 365 Plan or (2) Dynamics 365 Customer Engagement Plan (or any separately licensed component of the Plan) may,

- install any number of copies of Dynamics 365 server (on-premises) software on a network server or shared servers;
- install Dynamics CRM 2016 Server software in lieu of Dynamics 365 On-Premise Server;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 On-premises for Sales, Customer Service or Team Members CALs; or Dynamics CRM CAL. Users and devices assigned CALs with active Software Assurance may access new versions of the server software.

Dynamics 365 Business Central on-premises

Customers with active subscriptions for Dynamics 365 Business Central may,

- install any number of copies of Dynamics 365 Business Central on-premises software on a network server or shared servers;
- allow access to the server software only to users and devices assigned a qualifying SL; and
- allow users and devices assigned one of the following CALs to access the version of the server software that is current as of the subscription start date: Dynamics 365 Business Central Premium, Essentials, or Team Member CALs. Users and devices assigned CALs with an active maintenance plan may access new versions of the server software.

Microsoft Relationship Sales

All components, software and entitlements of Microsoft Relationship Sales are limited for use with Dynamics 365 Sales environments only.

Microsoft Relationship Sales includes Dynamics 365 for Sales Enterprise and LinkedIn Sales Navigator Advanced Plus Edition. LinkedIn Sales Navigator Advanced Plus Edition is for the sole use of the Microsoft Relationship Sales Licensed User for the duration of the subscription.

LinkedIn Sales Navigator

LinkedIn Sales Navigator is provided by LinkedIn Corporation. Customer may use the LinkedIn Sales Navigator Service only to generate sales leads. Each user of LinkedIn Sales Navigator must be a member of LinkedIn and agree to be bound by the LinkedIn User Agreement available at <https://www.linkedin.com/legal/preview/user-agreement>. Despite anything to the contrary in Customer's volume licensing agreement (including these Product Terms), the LinkedIn Privacy Policy available at <https://www.linkedin.com/legal/privacy-policy> will apply to Customer's use of the LinkedIn Sales Navigator service. LinkedIn Corporation (as data processor) and Customer (as data controller) will comply with the terms of the LinkedIn Data Processing Agreement located at <https://legal.linkedin.com/dpa>.

Dynamics 365 for Operations Order Lines

Users or devices do not require an SL to indirectly (not through a client UI) execute the transaction types designated in the Dynamics 365 Licensing Guide (<https://go.microsoft.com/fwlink/?LinkId=866544&clid=0x409>). The number of allowed transactions is limited to the number of order lines licensed.

Dynamics 365 Customer Insights

Microsoft Provided Data and Insights

Dynamics 365 Customer Insights may include Microsoft provided data and insights (including, but not limited to, market segment and brand affinity data and insights), which Customer may use for internal business purposes only.

Dynamics 365 Fraud Protection

Dynamics 365 Fraud Protection (DFP) processes Customer Data of DFP Customers as described in the Microsoft Dynamics 365 Trust Center to provide the service, which includes providing insights to Customer about the likelihood of fraud for the Customer's payment transactions and other fraud-related events ("Fraud Insights"). Customer acknowledges and agrees that (i) the Customer Data provided to the Online Service will be deidentified and combined with deidentified Customer Data of other D365 Fraud Protection Customers; (ii) Customer will be unable to access, extract, or delete the deidentified Customer Data that is used to generate Fraud Insights; and (iii) when Customer's subscription to Dynamics 365 Fraud Protection ends, Microsoft will continue to process the deidentified Customer Data for the sole purpose of providing Fraud Insights to other Dynamics 365 Fraud Protection Customers. Fraud Insights generated by Microsoft do not reveal Customer Data or other identifiable information of any Customer using Dynamics 365 Fraud Protection.

Restrictions on Use

Customer may only use the Fraud Insights to prevent fraud and help identify legitimate transactions. Customer agrees it will not use Fraud Insights (i) as the sole factor in determining whether to proceed with a payment transaction; (ii) as a factor in determining any person's financial status, financial history, creditworthiness, or eligibility for insurance, housing, or employment; or (iii) to make decisions that produce legal effects or significantly affect a person. Microsoft, in providing Dynamics 365 Fraud Protection, is not a "credit reporting agency" and does not provide "consumer reports" or "credit referencing" (as those practices are defined in the United States' Fair Credit Reporting Act, the United Kingdom's Financial Services and Markets Act, or similar laws).

Customer agrees to comply with any additional restrictions on the use of the Fraud Insights, as Microsoft may deem necessary. Customer shall confirm its compliance with the restriction on use of the Fraud Insights to Microsoft in writing within ten (10) days of receiving a request to do so by Microsoft. If Microsoft needs additional information to assure compliance with these restrictions, Customer will cooperate with Microsoft to provide such information, including documentation, within 30 business days of request.

Communication Services

Certain Dynamics 365 services have voice and text services provided by Azure Communication Services. For these services, the Azure Communication Services terms below apply.

Customer Responsibility

Azure Communication Services ("ACS") is a developer product and an input to customers' applications. Customers are solely liable for their applications or offerings that incorporate Azure Communication Services capabilities and services.

Notices

The H.264/AVC Visual Standard notice in [Notices](#) section applies.

Recording and Transcription

It is your responsibility to ensure that the users of your application are notified when recording or transcription are enabled in a call or meeting. Microsoft will indicate to you via the Azure Communication Services API that recording or transcription has commenced and you must communicate this fact, in real time, to your users within your application's user interface.

Microsoft Teams Interoperability

Interoperability between Azure Communication Services and Microsoft Teams enables your applications and users to participate in Teams calls, meetings, and chat. In addition to existing charges in Teams for PSTN connectivity, you will be charged consumption fees in Azure Communication Services.

When Teams users join Teams meetings on the Teams clients then the call is covered by your Teams licenses. When a user makes a call using Azure Communication Services or when a Teams user makes a call with ACS calling SDK it will be charged based on Azure Communication Services fees.

License Terms Precedence

Some Azure Communication Services, including private previews and Previews, may be provided under a separate license, such as an open-source license. In the event of a conflict between these terms and any separate license, the separate license will prevail with respect to the Azure Communication Service that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

End User Information

Except in instances required by law or regulation, Microsoft does not retain information that identifies individual end users. Customer acknowledges that, should it delete or de-link end user identifying information in its possession, Microsoft shall have no responsibility to reconstitute the information.

Defense of Claims

You agree to defend, hold harmless, and indemnify Microsoft and its directors, officers, employees, affiliates, and agents from and against any and all demands, assertions, and legal proceedings brought by any third party (and all resulting judgments, settlements and expenses (including reasonable attorneys' fees and costs)) arising from a material breach of these terms by you or your subcontractors, agents, employees, or customers. This includes, without limitation, breach of the obligation to comply with applicable telemarketing laws and the U.S. Telephone Consumer Protection Act of 1991.

Messaging Application

ACS SMS and MMS services involve an integration between Microsoft and the underlying carrier, aggregator, or operator ("Operator"). Microsoft must share application details and/or campaign information with the Operator to ensure that the program meets regulatory guidelines and standards set by operators. The Operator is the final reviewer and approver of your service application. If the details you provide on your application change, it is your responsibility to resubmit your application with up-to-date information. By submitting an application, you agree that Microsoft may share the application details as necessary for provisioning the ACS messaging service.

Messaging Policy

Customer and its end users shall comply with the Azure Communication Services Messaging Policy. The Messaging Policy applies to SMS, MMS, and email communications. Microsoft reserves the right to suspend or remove access to Azure Communication Services for Customer or its end users that do not comply with the Messaging Policy. The Messaging Policy is available at <https://docs.microsoft.com/azure/communication-services/concepts/telephony-sms/messaging-policy>.

Field Service Contractor

Dynamics 365 Field Service Contractor User SLs may be used only by vendors or contractors engaged by Enrolled Affiliate's Enterprise and to which Enrolled Affiliate has assigned a Microsoft Entra ID guest account and may not be used by employees of Enrolled Affiliate's Enterprise.

Privacy & Security Terms

The [Privacy & Security terms](#) apply to any Copilot features powered by Azure OpenAI service that are included within Microsoft Dynamics 365 Core Services or Dynamics 365 EU Data Boundary Services, except that any component powered by Bing remains subject to Bing terms.

Add-ons

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

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

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

Microsoft Dynamics 365 Services

Qualifying License(s)	Add-on User Subscription License(s)
Dynamics 365 Team Members User CAL	Dynamics 365 Team Members Add-on
Dynamics 365 Sales User CAL	Dynamics 365 Sales Professional Add-on
	Dynamics 365 Sales Enterprise Add-on
Dynamics 365 Customer Service User CAL	Dynamics 365 Customer Service Professional Add-on
	Dynamics 365 Customer Service Enterprise Add-on

From SA

Customer may acquire From SA SLs instead of SA for fully paid, perpetual Licenses subject to the following conditions:

1. Customer has active SA or is renewing coverage for the corresponding Qualifying Licenses
2. Customer acquires no more than one From SA SL for each Qualifying License, unless provided otherwise in these terms
3. Customer acquires From SA SLs at Enrollment anniversary or renewal

Enterprise Agreement Subscription (EAS) customers with continuous subscription coverage on Qualifying Licenses for no less than three years may purchase the corresponding From SA SLs. Customers renewing an agreement may renew From SA SLs up to the number of corresponding From SA SLs expiring.

As a one-time exception, when transitioning from per device licensing to per user From SA licensing for the first time, customer may purchase a greater number of From SA User SLs, if (1) Customer purchases a From SA User SL for all users of its Qualified Devices, and (2) in the case of Windows Desktop Operating System licenses, Customer adds devices as necessary to comply with the Primary User requirement in the [Windows Desktop Operating System](#).

Microsoft Dynamics 365 Services

Dynamics Price List (DPL) customers with an active Dynamics Enhancement Plan for the Qualifying Licenses may purchase the corresponding Dynamics 365 From SA SLs. Volume Licensing and Dynamics Price List (DPL) customers are eligible to license the From SA SLs in a licensing program other than the one the Qualifying License was acquired.

Microsoft Dynamics 365 Services (User)

Qualifying License(s)	From SA User SL
Dynamics AX User CAL	Dynamics 365 Business Central Essentials From SA
Dynamics C5 User CAL	Dynamics 365 Business Central Premium From SA
Dynamics GP User CAL	Dynamics 365 Business Central Team Members From SA
Dynamics NAV User CAL	Dynamics 365 Commerce From SA
Dynamics SL User CAL	Dynamics 365 Human Resources From SA
Dynamics POS	Dynamics 365 Finance From SA
Dynamics RMS	Dynamics 365 Operations – Activity From SA
Microsoft XAL User CAL	Dynamics 365 Project Operations From SA*
	Dynamics 365 Supply Chain Management From SA

Qualifying License(s)	From SA User SL
	Dynamics 365 Team Members From SA
Dynamics CRM User CAL	Dynamics 365 Customer Service Enterprise From SA Dynamics 365 Customer Service Professional From SA Dynamics 365 Sales Enterprise From SA Dynamics 365 Sales Professional From SA Dynamics 365 Team Members From SA
Dynamics 365 Team Members User CAL	Dynamics 365 Team Members From SA
Dynamics 365 Customer Service User CAL	Dynamics 365 Customer Service Enterprise From SA Dynamics 365 Customer Service Professional From SA
Dynamics 365 Operations, on-premises User CAL	Dynamics 365 Commerce From SA Dynamics 365 Finance From SA Dynamics 365 Human Resources From SA Dynamics 365 Operations – Activity From SA Dynamics 365 Project Operations From SA* Dynamics 365 Supply Chain Management From SA Dynamics 365 Team Members From SA
Dynamics 365 Sales User CAL	Dynamics 365 Sales Enterprise From SA Dynamics 365 Sales Professional From SA
Dynamics 365 Business Central, on-premises User Cal	Dynamics 365 Business Central Essentials From SA Dynamics 365 Business Central Premium From SA Dynamics 365 Business Central Team Members From SA

*Not eligible for CSP

Microsoft Dynamics 365 Services (Device)

Qualifying License(s)	From SA User SL
Dynamics AX Device CAL	Dynamics 365 Business Central Device From SA Dynamics 365 Operations – Device From SA
Dynamics GP Device CAL	
Dynamics NAV Device CAL	
Dynamics SL Device CAL	
Dynamics CRM Device CAL	Dynamics 365 Customer Service Enterprise Device From SA Dynamics 365 Sales Enterprise Device From SA
Dynamics 365 Customer Service Device CAL	Dynamics 365 Customer Service Enterprise Device From SA
Dynamics 365 Operations, on-premises Device CAL	Dynamics 365 Operations – Device From SA
Dynamics 365 Sales Device CAL	Dynamics 365 Sales Enterprise Device From SA
Dynamics 365 Business Central, on-premises Device CAL	Dynamics 365 Business Central Device From SA

Microsoft Power Platform

Availability

Product	Program Attribute
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Power Pages Anonymous	Additional Product,USGCC
Power Platform Requests add-on	Additional Product,USGCC
Power BI Premium P1 - P5	Additional Product
Professional Direct Support	Additional Product,USGCC
Power BI Pro	Additional Product,USGCC
Microsoft Copilot Studio	Additional Product
Dataverse Database Capacity	Additional Product
Power Automate per flow plan	Additional Product
Power Automate per user (User SL)	Additional Product
Power Apps Premium (User SL)	Additional Product
Dataverse File Capacity	Additional Product
AI Builder capacity add-on	Additional Product
Power BI Premium EM1-EM3	Additional Product
Power Automate unattended RPA Add-on (SL)	Additional Product
Power Automate Premium (User SL)	Additional Product
Dataverse Log Capacity	Additional Product
Power Automate Process Mining Add-on	Additional Product
Power Automate per user with attended RPA plan (User SL)	Additional Product
Power Pages Authenticated	Additional Product,USGCC
Power Automate Hosted RPA add-on	Additional Product
Power Apps per app plan	Additional Product
Power BI Premium (User SL)	Additional Product
Power BI Premium Add-On (User SL)	Additional Product
Power Apps plan (User SL)	Additional Product
Power Apps Per App	Additional Product
Power Apps plan (2000 Seat Minimum) (User SL)	Additional Product

Product Conditions - General

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

Product Conditions - Program Specific

Extended Term Eligible	All
Qualified User Exemption	Power BI Pro
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	Power Automate, Power Apps

Power BI Report Server - Running Instances

For each Microsoft Power BI Premium P subscription license, Customer may run any number of [Instances](#) of the Power BI Report Server software in a [Physical OSE](#) or [Virtual OSE](#) on a Server dedicated to Customer's user or a [Virtual OSE](#) on shared servers on Microsoft Azure Services only. [Servers](#) used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the [Outsourcing Software Management](#) clause. Customer may run the Power BI Report Server software in a Physical or [Virtual OSE](#) with up to the number of cores included under its Power BI Premium P plan. If any [Virtual Core](#) is at any time mapped to more than one Hardware Thread, Customer needs an additional subscription license for each additional [Hardware Thread](#) mapped to that [Virtual Core](#).

Power BI Report Server - Sharing Content

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

SQL Server Technology

Customer may run any number of [Instances](#) of any SQL Server database software (SQL Server Standard) included in Power BI Report Server in one [OSE](#) on a [Server](#) for the limited purpose of supporting Power BI Report Server and any other product that includes SQL Server database software. [Servers](#) used for this purpose, that are under the management or control of an entity other than Customer or one of its Affiliates, are subject to the [Outsourcing Software Management](#) clause.

Professional Direct Support

Customer must acquire enough Professional Direct Support licenses to cover each Dynamics 365 and Power Platform license on its agreement, up to a maximum of 250 licenses.

License Prerequisites

User License	User License Prerequisites
Power Automate unattended RPA add-on	Power Automate per user with attended RPA plan, or Power Automate per flow plan
Power BI Premium Add-On	Power BI Pro, or Microsoft 365 A5/E5, or Office 365 A5/E5
Power Automate Hosted RPA add-on	Power Automate Premium per user plan
Power Automate Process Mining add-on	Power Automate Premium per user plan
Power Platform Requests add-on	Power Apps, or Power Automate, or O/M365 ¹ , or Dynamics 365 ²

¹Select licenses as identified [here](#)²Select licenses as identified [here](#)

Purchasing Minimums - All Programs

Purchases of the following products require a minimum purchase of the Licenses listed in the table below. These minimums must be maintained through the term of the customers Agreement or Enrollment:

Product	Minimum QTY
AI Builder capacity add-on	Tier 1: 1 Tier 2: 10 Tier 3: 50
Power Apps portals login capacity add-on	Tier 1: 1 Tier 2: 10 Tier 3: 50
Power Apps plan (2000 Seat Minimum) (User SL)	2000
Power Automate per flow plan	5
Professional Direct Support	20 (250 maximum - once met, all remaining users are covered with no additional licenses required)
Power Pages Authenticated capacity pack	Tier 1: 1 Tier 2: 100 Tier 3: 1000
Power Pages Anonymous capacity pack	Tier 1: 1 Tier 2: 20 Tier 3: 200

Power Pages - Extended Use rights

Purchases of the following products provide internal users the use rights for Power Pages

Product	Custom Power Pages use rights
Dynamics 365 Enterprise license ¹	Power Pages that map to licensed Dynamics 365 application context and, Power Pages that map to the same environment as the licensed Dynamics 365 application
Power Apps per app	1 Power Page
Power Apps per user	Unlimited Power Pages

¹*Dynamics 365 Sales Enterprise, Dynamics 365 Customer Service Enterprise, Dynamics 365 Field Service, Dynamics 365 Project Operations, Dynamics 365 Finance/Finance Premium, Dynamics 365 Supply Chain Management, Dynamics 365 Commerce, Dynamics 365 Human Resources, Dynamics 365 Business Central.*

Service Specific Terms

Notices

The Communication Services, H.264/AVC Visual Standard, and VC-1 Video Standard Notices apply. (refer to [Notices](#))

Inactive Dataverse Instances provided with Microsoft 365 licenses

If a Customer allows its Dataverse instance that is provided with Microsoft 365 licenses to go inactive, Microsoft may, at its discretion, disable the inactive instance and delete the Customer Data and Personal Data within it. Such Dataverse instance is inactive if for 90 days 1) no user logged into the instance, 2) no apps, bots, reports or flows have accessed the data contained in the instance, 3) no new apps, bots, reports, or flows were installed on or imported into the instance, and 4) no other actions or activities are registered in this instance through API or background processing jobs.

Microsoft Power BI

Definitions

"Customer Application" means an application or any set of applications that adds primary and significant functionality to the Embedded Capabilities and that is not primarily a substitute for any portion of Microsoft Power BI services.

"Embedded Capabilities" means the Power BI APIs and embedded views for use by an application.

Hosting Exception for Embedded Capabilities

Customer may create and maintain a Customer Application and, despite anything to the contrary in Customer's volume licensing agreement, combine Embedded Capabilities with Customer Data owned or licensed by Customer or a third party, to create a Customer Application using the Embedded Capabilities and the Customer Data together. Any Power BI content accessed by the Customer Application or its end users must be stored in Microsoft Power BI Premium capacity. Customer may permit third parties to access and use the Embedded Capabilities in connection with the use of that Customer Application. Customer is responsible for that use and for ensuring that these terms and the terms and conditions of Customer's volume licensing agreement are met by that use.

Limitations

Customer may not

- resell or redistribute the Microsoft Power BI services, or
- allow multiple users to directly or indirectly access any Microsoft Power BI feature that is made available on a per user basis.

Access without a User SL

A User SL is not required to view content in Power BI Premium capacity that is shared through the embed APIs or embedded views functionality. With Power BI Premium P series only, a User SL is also not required to view content in Power BI Premium capacity that is shared through the apps or email subscription features, or through Power BI Report Server.

Publish to Web

Customer may use the publish to web functionality to share content only on a publicly available website. Customer may not use this functionality to share content internally. Microsoft may display content published through the publish to web functionality on a public website or gallery.

Data Use and Access for Abuse Monitoring

As part of providing Power BI capabilities powered by the Azure OpenAI service, Microsoft will process and store Inputs and Output Content, solely for debugging and to monitor for and prevent abusive or harmful uses or outputs of the service. Authorized Microsoft employees may review such data that has triggered our automated systems to investigate and verify potential abuse.

Microsoft Power Apps

Restricted Tables

Customer may not create, modify, or delete any data from tables of the type designated as "restricted" in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>. Customer has read-only access to such restricted tables.

Non-Restricted Tables

Users with a Power Apps license may create, read, update, or delete any data from tables of the type that are not designated as "restricted" in product documentation at <https://go.microsoft.com/fwlink/?linkid=868812>.

Distributable Code

Customer may use the "Wrap" feature of Power Apps to generate a software package containing a canvas app combined with certain Power Apps mobile platform components. Customer may distribute the combined package unmodified under the terms set forth in the Distributable Code section of the Universal License Terms for Software. Customer may not disassemble the combined package or distribute any components separated from the combined package.

Updates

Customer may be required to update the package generated from the "Wrap" feature of Power Apps to ensure packages are running on a supported version of the Power Apps mobile platform. Packages running on unsupported versions may not function.

Privacy & Security Terms

For Power Apps, Power Automate, Power Pages, and Microsoft Copilot Studio, the Privacy & Security terms apply to any Copilot features powered by Azure OpenAI service that are included within the Microsoft Power Platform Core Services or Power Platform EU Data Boundary Services, except that any component powered by Bing remains subject to the Bing terms.

Office 365 Services

General Service Terms

Notices

The Communication Services Notices apply (refer to Notices). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to Professional Services terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing

address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Visio Online

Availability

Product	Program Attribute
Visio Online Plan 2	Additional Product
Visio Online Plan 1	Additional Product
Visio Online Plan 2 Add-on (User SL)	Additional Product

Product Conditions:

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

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

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

Deployment Rights for Visio

Visio Online Plan 2 licensed users may install and use a copy of Visio Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

Visio View/Print for Office Users

Users licensed with an Office 365 or Microsoft 365 license may use Visio in Reduced Functionality Mode to view and print files.

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
 - The Online Services will permit Customer to enable or disable these optional connected services; and
 - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Customers may deploy eligible products on Amazon WorkSpaces. See [Amazon WorkSpaces Deployments](#) for more information.

Add-ons

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

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

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

Visio

Qualifying License(s)	Add-on User SL
Visio Professional	Visio Online Plan 2 Add-on to Visio Professional
Visio Standard	Visio Online Plan 2 Add-on to Visio Standard

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Audio Services

Availability

Product	Program Attribute
Microsoft Teams Phone with Calling Plan (User SL)	Additional Product
Microsoft Teams Phone Standard for Frontline Workers (User SL)	Additional Product
Microsoft Teams Phone Standard (User SL)	Additional Product,USGCC
Audio Conferencing Extended Dial-out minutes to USA/CAN (User SL)	Additional Product,USGCC
Microsoft Teams Rooms Pro (Device SL)	Additional Product
Operator Connect Conferencing (User SL)	Additional Product,USGCC
Communication Credits	Additional Product,USGCC
Calling Plan (User SL)	Additional Product,USGCC
Microsoft Teams Audio Conferencing w/ Dial-out to USA/CAN	Additional Product

Microsoft Teams Shared Devices (Device SL)	Additional Product,USGCC
Microsoft Teams Rooms Pro w/o Audio Conferencing (Device SL)	Additional Product
Advanced Communications	Additional Product,USGCC
Audio Conferencing (User SL)	Additional Product,USGCC

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All (except for Communication Credits)
Reduction Eligible (SCE)	All (except for Communication Credits)
True-Up Eligible	All (except for Communication Credits)

Communication Credits

Communication Credits require an initial payment through the Office 365 Administration Portal. Microsoft will invoice Customer or its reseller immediately for each transaction including, if automatic replenishment is enabled, each time the minimum balance is reached. Any such funds not used within 12 months from the date of the transaction will be forfeited.

Usage charges will be based on Microsoft's published rates when the services are used. Communication Credits are exempt from fixed pricing, notwithstanding any reference to fixed pricing under the applicable volume licensing agreement.

License Prerequisites

Purchases of the following Licenses also require the purchase of a Prerequisite License listed in the table below:

License	Prerequisite License(s)
Advanced Communications	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3/E5/A5; Microsoft Teams EEA;
Audio Conferencing	Office 365 F3/E1/E3/A3/E5/A5
Audio Conferencing Extended Dial-out minutes to USA/CAN	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5; Microsoft 365 E5 EEA (no Teams) and Microsoft Teams EEA; Microsoft Teams Audio Conferencing with Dial-out to USA/CAN; Office 365 E5/A5; Office 365 E5 EEA (no Teams) and Microsoft Teams EEA
Audio Conferencing for India-Based Users	Microsoft 365 F1/F3/E3/A3/E5/A5; Office 365 F3/E1/E3/A3/E5/A5
Audio Conferencing for India-Based Users E5 Users Add-on	Microsoft 365 E5/A5; Office 365 E5/A5
Calling Plan	Microsoft 365 E5/A5; Microsoft 365 E5 EEA (no Teams) and Microsoft Teams EEA; Microsoft Teams Phone Standard; Office 365 E5/A5; Office 365 E5 EEA (no Teams) and Microsoft Teams EEA
Communications Credits	Audio Conferencing; Audio Conferencing for India-Based Users; Microsoft 365 E5/A5; Microsoft 365 E5 EEA (no Teams); Microsoft Teams Audio Conferencing with Dial-out to USA/CAN; Office 365 E5/A5; Office 365 E5 EEA (no Teams)
Microsoft Teams Audio Conferencing with Dial-out to USA/CAN	Microsoft 365 F1/E3/F3; Microsoft 365 Business Basic/Business Standard/Business Premium; Microsoft Teams EEA; Office E1/E3/F3; Teams Essentials (AAD Identity)
Microsoft Teams Phone Standard	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams EEA; Microsoft Teams Essentials (AAD Identity); Office 365 F3/E1/E3/A1/A3

License	Prerequisite License(s)
Microsoft Teams Phone Standard for Frontline Workers	Microsoft 365 F1/F3; Office 365 F3
Microsoft Teams Phone with Calling Plan	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/E3/A3; Microsoft Teams EEA; Microsoft Teams Essentials (AAD Identity); Office 365 F3/E1/E3/A1/A3
Operator Connect Conferencing	Microsoft 365 Business Basic/Business Standard/Business Premium /F1/F3/E3/A3/E5/A5; Microsoft Teams EEA; Office 365 F3/E1/E3/A3/E5/A5

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

Instant Messaging

An end user will be able to transfer a text message to another end user in real time over an Internet Protocol network.

Presence

An end user will be able to set and display the end user's availability and view another end user's availability.

Online Meetings

An end user will be able to conduct an Internet-based meeting that has audio and video conferencing functionality with other end users.

Notices

The Communication Services and H.264/AVC and/or VC-1 Notices apply (refer to [Notices](#)).

Common Area Communications Device

A Common Area Communication Device ("CACD") is a device shared by multiple users who do not log into the device with their Office 365 credentials and which supports calls, meetings and/or conferencing over voice, Voice over IP, and/or video. Microsoft's Common Area Phone and Teams Rooms offerings are Device SLs that may only be assigned to a CACD. Each CACD Licensed Device may be accessed and used by any number of users.

Calling Plan and Audio Conferencing Services (Calling/Conferencing Services)

Exceeding the usage limitations for the applicable Calling and Conferencing service subscription plan as described in the terms of use may result in suspension of the services. Microsoft will provide reasonable notice before suspending Calling or Conferencing services, and customer will be able to make emergency calls during any period of suspension.

Operator Connect

Operator Connect includes Operator Connect for Microsoft Teams and Microsoft Teams Phone Mobile. Microsoft is an independent controller of [Personal Data](#) processed in connection with Operator Connect. Customer agrees to, and must notify its end users of, the following:

Operator Connect enables Teams end users to communicate with others through telephony networks via Microsoft Teams.

When Operator Connect is enabled by your organization, Microsoft shares information with your organization's communication services carrier (the Operator) to ensure the proper functioning of your Operator's service.

Information Microsoft shares with your Operator when you use Operator Connect includes:

- end user phone numbers;
- call details and call quality data, such as caller and call recipient phone numbers; call invite and end times; call duration; certain caller identifiers; and information about service connections (e.g., IP addresses and operating systems of the caller and call recipient); and
- end user location information for emergency calling.

Operators will be able to export and download the information listed above.

This information will be handled by your Operator in accordance with your Operator's privacy practices. For more information, refer to your Operator's privacy policy and terms of use. For information about how Microsoft will handle this [Personal Data](#), please refer to the Microsoft Privacy Statement at <https://go.microsoft.com/fwlink/?LinkId=521839>.

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Exchange Online

Availability

Product	Program Attribute
Import Service for Office 365	Additional Product
Exchange Online Protection (User SL)	Additional Product,USGCC
Exchange Online Kiosk (User SL)	Additional Product,USGCC
Microsoft Defender for Office 365 F1 (User SL)	Additional Product,US GCC
Microsoft Defender for Office 365 Plan 1 (User SL)	Additional Product,USGCC
Exchange Online Archiving for Exchange Server (User SL)	Additional Product,USGCC
Exchange Online Plan 1 (User SL)	Additional Product,USGCC
Exchange Online Plan 1 Add-on (User SL)	Additional Product,USGCC
Office 365 Data Loss Prevention (User SL)	Additional Product
Exchange Online Plan 2 (User SL)	Additional Product,USGCC
Microsoft Defender for Office 365 Plan 2 (User SL)	Additional Product
Exchange Online Archiving for Exchange Online (User SL)	Additional Product,USGCC
Microsoft Defender for Office 365 F2 (User SL)	Additional Product,US GCC

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	K only
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License Eligibility for Frontline Worker Licenses

Microsoft Defender for Office 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Defender for Office 365 or Defender for Office 365 Frontline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
 - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Defender for Office 365 Frontline Worker licenses include Defender for Office 365 F1 and/or Microsoft Defender for Office 365 F2.

License Prerequisites

License	License Prerequisites
Microsoft Defender for Office 365 Plan 1/Plan 2	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license

License	License Prerequisites
Office 365 Data Loss Prevention	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services - Exchange Online

Exchange Online or its successor service will have Core Features capabilities stated in the General Terms:

Emails

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

Mobile and Web Browser Access

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

Retention Policies

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

Deleted Item and Mailbox Recovery

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

Multi-Mailbox Search

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

Calendar

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

Contacts

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

Core Features for Office 365 Services - Exchange Online Archiving

Exchange Online Archiving or its successor service will have Core Features capabilities stated in the General Service Terms:

Storage

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

Retention Policies

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

Deleted Item and Mailbox Recovery

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

Multi-Mailbox Search

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

Legal Hold

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

Archiving

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

Archiving for Exchange Server

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

Smartphone and Tablet Devices

Each user to whom Customer assigns an Exchange Online User SL may (i) use Microsoft Outlook for mobile devices for commercial purposes and (ii) sign in to Microsoft Outlook with their work or school account on up to five smartphones and five tablets. Microsoft Outlook is also subject to the Service Specific Terms applicable to M365 Mobile Applications.

Office 365 Data Loss Prevention Device License

If Customer is licensed for Office 365 Data Loss Prevention by Device, all users of the Licensed Device are licensed for the Online Service.

Add-ons

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

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

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

Exchange Online

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

Microsoft 365 Applications

Availability

Product	Program Attribute
Microsoft 365 Apps for enterprise (User SL)	Enterprise Online Service
Microsoft 365 Apps for enterprise (Device SL)	Enterprise Online Service

Product Conditions:

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

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

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

Office View/Print for Office for the Web Users

Users licensed with an Office 365 or Microsoft 365 license may use Microsoft 365 Apps for enterprise in Reduced Functionality Mode to view and print files.

Microsoft 365 Apps for business

Customer may not provision more than 300 user subscription licenses.

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

The following terms apply only to Microsoft 365 Apps for enterprise

Office Online Server

For each Microsoft 365 Apps for enterprise subscription, Customer may install any number of copies of Office Online Server on any Server. Any server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management terms. Each Microsoft 365 Apps for enterprise user may use the Office Online Server software. This provision does not apply to Customers that license this Product under the Microsoft Online Subscription Agreement, Microsoft Cloud Agreement, or other Microsoft agreement that cover Online Services only.

Installation and Use Rights

Each user to whom Customer assigns a User SL must have a work or school account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure. This shared computer activation provision only applies to Customers licensed for Microsoft 365 Apps for business when Microsoft 365 Apps for business is licensed as a component of Microsoft 365 Business Premium;
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected; and
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
 - The Online Services will permit Customer to enable or disable these optional connected services; and
 - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Device-Based Subscription License

Each Device SL permits use of the software provided with the subscription. Users of a Licensed Device:

- may activate and use the software provided on one OSE on the Licensed Device; or
- may install and use the software remotely from the Licensed Device on one OSE on a Network Server, or on Microsoft Azure.

Customer must connect each OSE on which the software is installed to the Internet at least once every 90 days, or the functionality of the software may be affected.

Smartphone and Tablet Devices

Each user to whom Customer assigns a Microsoft 365 Apps for business or Microsoft 365 Apps for enterprise User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign in to Microsoft Office with their work or school account on up to five smartphones and five tablets.

When versions of Microsoft Word, Excel, PowerPoint, Outlook, OneDrive, and Teams applications for mobile devices ("M365 Mobile Applications") are used with a work or school account to access Online Services governed by these terms, the terms that govern the relevant Online Service apply to that use of the M365 Mobile Applications. Microsoft's commitments related to M365 Mobile Applications do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which the mobile applications operate (e.g., Apple, Google).

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Microsoft Teams

Availability

Product	Program Attribute
Microsoft Teams EEA	Additional Product
Microsoft Teams Premium	Additional Product

Product Conditions:

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

Product Conditions:	
Terms of Service	Universal License Terms for all Online Services
Product Pool	None
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	Microsoft Teams Premium
Qualified User Exemption	None
Reduction Eligible	Microsoft Teams Premium
Reduction Eligible (SCE)	N/A
True-Up Eligible	Microsoft Teams Premium

License Prerequisites

License	License Prerequisites
Microsoft Teams Premium	Microsoft 365 Business Basic/Business Standard/Business Premium/F1/F3/A1/A3/A5/E1/E3/E5; Office 365 F1/F3/A1/A3/A5/E1/E3/E5; Teams Essentials; Microsoft Teams EEA

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

[Administration Portal](#)

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Notices

The H.264/AVC Notice applies to all Office 365 Services that include Microsoft Teams (refer to [Notices](#)).

External User Entitlements and Meeting Join License Requirements

User SLs are not required for any user to join meetings, webinars, and live events hosted by licensed users. User SLs are also not required for [External Users](#) to participate in Teams channels as a Guest with a Microsoft Entra External ID.

Health Sector Customers

Customer is solely responsible for: (1) the accuracy and adequacy of information and Data furnished through use of Microsoft Teams; (2) implementing a secure application-to-application authentication method between any Customer application and/or service and Microsoft Teams; (3) obtaining appropriate consent from end users in connection with end user's and Customer's use of Microsoft Teams; and (4) displaying appropriate warnings, disclaimers, and acknowledgements to end users in connection with end user's and Customer's use of Microsoft Teams.

Any information provided by Customer or its patients in Microsoft Teams (including meeting recordings if enabled by Customer, or any Microsoft Teams apps enabling virtual appointment services) that's necessary for medical records continuity or retention purposes should be downloaded, copied, and/or notated directly in such records by Customer. This service does not maintain legal medical record or a designated record set.

Trials

Microsoft Teams Exploratory Experience may only be initiated by individual end users. Customer may not initiate a Microsoft Teams Exploratory Experience on behalf of end user employees. This offer is not valid for users that have formerly used Teams from a paid, unpaid or trial license.

Office 365 Suites

Availability

Product	Program Attribute
Office 365 E1 and E3 Add-on (User SL)	Enterprise Online Service,USGCC
Office 365 E3 without Apps for enterprise Add-on (User SL)	Enterprise Online Service,USGCC
Microsoft Teams EEA	Additional Product
Office 365 E5 with calling minutes (User SL)	Enterprise Online Service,USGCC
Office 365 E5 Add-on (User SL)	Enterprise Online Service
Office 365 E5 EEA (no Teams) (User SL)	Enterprise Online Service
Office 365 E1 and E3 EEA (no Teams) (User SL)	Enterprise Online Service
Office 365 Multi-Geo Add-on (User SL)	Additional Product
Office 365 E5 (User SL)	Enterprise Online Service,USGCC
Office 365 E1 and E3 (User SL)	Enterprise Online Service,USGCC

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	All Application and Server (E1 and F3, Server only. Office 365 Multi-Geo Application only), MPSA - All Application only
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	E1/E3/E5, A3/A5, F3, Office 365 Multi-Geo
Qualified User Exemption	F only
Reduction Eligible	All
True-Up Eligible	All (except from SA)

Smartphone and Tablet Devices

Each Office 365 A1, E1, F3, and Business Basic user to whom Customer assigns a User SL may (i) use Microsoft Office for mobile devices for commercial purposes and (ii) sign into Microsoft Office with their org ID on up to five smartphones and five tablets with integrated screens 10.9" diagonally or less.

Multi-Geo Capabilities in Microsoft 365

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

- A customer or CSP partner must purchase Multi-Geo Add-on SKU for a minimum of 5% of the total seats in the Microsoft 365 subscriptions.

Multi-Geo is available as an Add-on SKU to the following Microsoft 365 subscriptions: Microsoft 365 F1/F3/E3/E5; Office 365 F3/E1/E3/E5; Exchange Online; SharePoint Online; OneDrive for Business.

Project for the web data

Users licensed with an Office 365 license are granted view rights access to Project for the web Customer Data only on Tenants that have a Microsoft Project Plan 1/3/5 license(s).

- These rights do not grant access to Power Platform applications or other data sets.

Office 365 EEA (no Teams) and Microsoft Teams EEA

Customers in European Economic Area (EEA) countries and Switzerland may acquire and use Office 365 EEA (no Teams) and Microsoft Teams EEA Licenses. Licensing terms for equivalent suites that include Microsoft Teams are applicable to EEA suites.

License Prerequisites

License	License Prerequisites
Office 365 Multi-Geo Add-on	Any Microsoft 365, Office 365, Exchange Online, SharePoint Online or OneDrive for Business plan license

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Add-ons

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

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

Add-ons expire upon the earlier of the expiration of the SA coverage for the Qualifying License or the Add-on SL term, unless provided otherwise in these terms. Add-ons may only be reassigned to users or devices with Qualifying Licenses. This section does not apply to EEA Licenses.

Office 365 Suites

Add-on User SLs provide Licensed Users server software access rights equivalent to the Qualifying License from any device.

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite, or	Office 365 E1 Add-on
Core CAL Suite Bridge for Enterprise Mobility + Security	Exchange Online Plan 1 Add-on
	SharePoint Online Plan 1 Add-on
Core CAL Suite, or Enterprise CAL Suite, or	Office 365 E3 without Apps for enterprise Add-ons
Core CAL Suite Bridge for Enterprise Mobility + Security, or	Office 365 A5 Add-on
Enterprise CAL Suite Bridge for Enterprise Mobility + Security	
Core CAL Suite and Office Professional Plus, or	Office 365 A3/E3 Add-on
Core CAL Suite Bridge for Enterprise Mobility + Security and Office Professional Plus, or	Office 365 E5 Add-on
Enterprise CAL Suite and Office Professional Plus, or	Office 365 A5 Add-on
Enterprise CAL Suite Bridge for Enterprise Mobility+ Security and Office Professional Plus	
Office Professional Plus	Office 365 E3 Add-on (Available under Open Value Organization Wide and Open Value Subscription Only)

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

Office for the web

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

Office for the web or its successor service will have the following Core Features capabilities stated in the General Terms:

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

External Users

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

OneDrive for Business

Availability

Product	Program Attribute
OneDrive for Business Plan 1 and 2 (User SL)	Additional Product,USGCC

Product Conditions:

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

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

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

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

External Users

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

Project

Availability

Product	Program Attribute
Project Plan 5 (User SL)	Additional Product,USGCC
Project Essentials (User SL)	Additional Product,USGCC
Project Plan 3 (User SL)	Additional Product,USGCC
Project Plan 1 (User SL)	Additional Product,USGCC
Project Plan 5 Add-on (User SL)	Additional Product,USGCC
Project Plan 3 Add-on (User SL)	Additional Product,USGCC
Project Plan 1 Add-on (User SL)	Additional Product,USGCC
Project Essentials Add-on (User SL)	Additional Product,USGCC

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server, MPSA - All Application only
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All

Product Conditions - Program Specific	
Reduction Eligible (SCE)	All
True-Up Eligible	All (except From SA)

Deployment Rights for Project

Project Plan 3/5 licensed users may install and use a copy of Project Standard/Professional 2016 or a prior version on devices licensed for and running Office Standard/Professional Plus. Devices licensed for Office Professional Plus by way of the Microsoft 365 From SA Office Professional Plus user entitlement are also eligible.

General Service Terms

Notices

The Communication Services Notices apply (refer to [Notices](#)). Any onboarding, migration, or deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Installation and Use Rights for Project application

Each user to whom Customer assigns a Project Plan 3 or Plan 5 User SL must have a Microsoft Account in order to use the software provided with the subscription. These users:

- may activate the software provided with the SL on up to five concurrent OSEs for local or remote use;
- may also install and use the software, with shared computer activation, on a shared device, a Network Server, or on Microsoft Azure.
- must connect each device upon which user has installed the software to the Internet at least once every 30 days or the functionality of the software may be affected.
- may use Internet-connected Online Services provided as part of these licenses [and governed by these terms]. Additionally, if permitted by Customer, users may elect to use connected services subject to terms of use other than these terms and with respect to which Microsoft is a data controller, as identified in product documentation.
 - The Online Services will permit Customer to enable or disable these optional connected services; and
 - Customer is responsible for evaluating, enabling or disabling the availability to its users of optional connected services.

Customers may deploy eligible products on Amazon WorkSpaces. See [Amazon WorkSpaces Deployments](#) for more information.

Use of SharePoint Online

Rights to the SharePoint Online functionality provided with a Project Plan 3 or Plan 5 SL are limited to storing and accessing data in support of Project.

Universal Resource Scheduling

Customers with a Microsoft Project Plan 1/3/5 license(s) are only permitted to use Universal Resource Scheduling to schedule Project and Task tables within the context of a project.

Add-ons

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

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

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

Project

Qualifying License(s)	Add-on User Subscription License(s)
Project Professional	Project Plan 3 Add-on
	Project Plan 5 Add-on
Project Standard	Project Plan 3 Add-on
	Project Plan 5 Add-on
Project Server CAL	Project Essentials Add-on
	Project Plan 3 Add-on
	Project Plan 5 Add-on

From SA

Customer may not acquire new or additional From SA SLs. Customer may renew existing From SA SLs.

SharePoint Online

Availability

Product	Program Attribute
SharePoint Online Plan 1 and 2 (User SL)	Additional Product,USGCC
SharePoint Online Plan 1 Add-on (User SL)	Additional Product
Office 365 Extra File Storage 1 GB (Add-on SL)	Additional Product,USGCC

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
Qualified User Exemption	K only
True-Up Eligible	All
Prerequisite	Add-ons, From SA

General Service Terms

Notices

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Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Core Features for Office 365 Services

SharePoint Online or its successor service will have Core Features capabilities stated in General Service Terms:

Collaboration Sites

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

Storage

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

External Users

External Users invited to site collections via Share-by-Mail functionality do not need User SLs with SharePoint Online K1, Plan 1 and Plan 2.

Storage Add-on SLs

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

Add-ons

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

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

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

SharePoint Online

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

Workplace Analytics

Availability

Product	Program Attribute
Workplace Analytics (User SL)	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License	License Prerequisites
Workplace Analytics	Microsoft 365 Business Basic/Business Standard/Business Premium/E3/E5/A3/A5; Office 365 E1/E3/E5/A3/A5; Exchange Online

General Service Terms

Notices

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Core Features for Office 365 Services

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

[Administration Portal](#)

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Microsoft Stream (Classic)

Availability

Product	Program Attribute
Microsoft Stream Storage Add-on (Classic) (500GB)	Additional Product
Microsoft Stream (Classic) (User SL)	Additional Product

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	N/A

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

General Service Terms

Notices

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Core Features for Office 365 Services

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

Administration Portal

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

Office 365 Education

If Customer's billing address is outside Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within Europe or North America. If Customer's billing address is in Europe and Customer has an Office 365 Education subscription, then notwithstanding the "Location of Customer Data at Rest for Core Online Services" section of these terms, Microsoft may provision Customer's Office 365 tenant in, transfer Customer Data to, and store Customer Data at rest anywhere within the European Union.

Service Encryption with Customer Key

Customer assumes all risks of data deletion, inaccessibility, and service outages that result from any unavailability of an encryption key caused by Customer.

Cortana

The Cortana core platform service integrated within Office 365 Services, in certain instances, may allow for users to connect to Microsoft services outside the Office 365 Services; if permitted by Customer, users electing to use such services are subject to terms of use other than these Product Terms for use of such services and with respect to which Microsoft is a data controller, as identified in product documentation.

Microsoft Threat Experts

Any services provided to Customer through the Microsoft Threat Experts service are subject to the Professional Services terms (refer to [Professional Services](#)).

Endpoint Compliance Features

If Customer does not have an active subscription to Microsoft Defender for Endpoint, an instance will automatically be provisioned for the limited purpose of enabling the endpoint features of the Compliance Services.

Yammer

For Office 365 Services that include Yammer, External Users invited to Yammer via external network functionality do not need User SLs.

Service Specific Terms

Notices

The H.264/AVC Visual Standard, VC-1 Video Standard, and H.265/HEVC Notices apply (refer to [Notices](#)).

Stream Live Events

Stream Live Events are subject to the following:

1. Stream Live Events may not be greater than four (4) hours in length;
2. Stream Live Events attendees may not exceed 10,000; and
3. Stream Live Events are limited to fifteen (15) per customer at any single point in time.

Other Online Services

Clipchamp

Availability

Product	Program Attribute
Clipchamp Standard (User SL)	Additional Product
Clipchamp Premium (User SL)	Additional Product

Product Conditions:

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

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

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

Service Specific Terms

No service specific terms.

Bing Maps

Availability

Product	Program Attribute
Bing Maps Light Known 500 User (SL)	Additional Product
Bing Maps Public Website Usage 500K (and higher) Transactions (SL)	Additional Product
Bing Maps Light Known 5K User (SL)	Additional Product
Mobile Asset Management Distance Matrix Per Asset Manual	Additional Product
Mobile Asset Management Per Asset (SL)	Additional Product
Bing Maps Enterprise Platform (SL)	Additional Product
Bing Maps Internal Website Usage 100K Transactions (SL)	Additional Product
Mobile Asset Management Drive Analytics Per Asset	Additional Product
Mobile Asset Management Truck Routing Per Asset	Additional Product
Bing Maps Public Website Usage 100K Transactions (SL)	Additional Product

Bing Maps Known 5K User (SL)	Additional Product
Bing Maps Known Per User (SL)	Additional Product
Mobile Asset Management Distance Matrix Per Asset Automatic	Additional Product
Mobile Asset Management Platform (SL)	Additional Product
Bing Maps Internal Website Usage 500K (and higher) Transactions (SL)	Additional Product

Product Conditions:

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

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

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

Billable Transactions

Each Bing Maps Transactions SL entitles the Customer to the number of Billable Transactions specified in the Product name. On either the enrollment or subscription expiration date, all purchased and unused Billable Transactions are forfeited.

If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Transactions SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

Mobile Asset Management Per Asset Requirements

The following offers require a license for Mobile Asset Management Per Asset Monthly Subscription:

- Distance Matrix Per Asset Automatic
- Distance Matrix Per Asset Manual
- Truck Routing Per Asset
- Drive Analytics Per Asset

Service Specific Terms

Bing Maps Mobile Asset Management Platform

Service SLs

A Service SL is required to access the services via the Bing Maps Mobile Asset Management Platform. A Service SL must be purchased with at least one of the following qualifying Add-on SLs for each asset:

- Mobile Asset Management for North America Add-on SL (routing or without routing)
- Mobile Asset Management for Europe Add-on SL (routing or without routing), or
- Mobile Asset Management for Rest of World Add-on SL (routing or without routing)

Bing Maps APIs

A Customer with a license to use the Bing Maps Mobile Asset Management Platform Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

Bing Maps Privacy

The Microsoft Privacy Statement (located at: <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of the Bing Maps Mobile Asset Management Platform.

Bing Maps Transactions and Users

Authenticated Users

Users that are authenticated by Customer's programs that access the service through the Bing Maps APIs must have a SL.

Bing Maps APIs

A Customer with a license to use Bing Maps Transactions and Users may use Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API Terms of Use and Bing Maps Documentation, including any successors thereto, located at <https://aka.ms/bingmapsplatformapistou> and <https://aka.ms/bingmapsplatformsdks/>.

Bing Maps Privacy

The Microsoft Privacy Statement (located at <https://go.microsoft.com/fwlink/?LinkId=521839>) and privacy terms in the Microsoft Bing Maps Platform API Terms of Use apply to Customer's use of Bing Maps.

Microsoft Intune

Availability

Product	Program Attribute
Microsoft Intune Cloud PKI Frontline Worker (User SL)	Additional Product
Microsoft Intune Suite Frontline Worker (User SL)	Additional Product
Microsoft Intune Enterprise Application Management (User SL)	Additional Product
Microsoft Intune Plan 1 for Devices (Device SL)	Additional Product
Microsoft Intune Advanced Analytics Frontline Worker (User SL)	Additional Product
Microsoft Intune Remote Help (User SL)	Additional Product
Microsoft Intune Cloud PKI (User SL)	Additional Product
Microsoft Intune Advanced Analytics (User SL)	Additional Product
Microsoft Intune Plan 1 Add-on (User SL)	Additional Product
Microsoft Intune Suite (User SL)	Additional Product
Microsoft Intune Remote Help Frontline Worker (User SL)	Additional Product
Microsoft Intune Plan 2 (User SL)	Additional Product
Microsoft Intune Enterprise Application Management Frontline Worker (User SL)	Additional Product
Microsoft Intune Endpoint Privilege Management (User SL)	Additional Product
Microsoft Intune Plan 1 (User SL)	Additional Product
Microsoft Intune Plan 2 Frontline Worker (User SL)	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All (except Microsoft Intune Plan 1 for EDU (Device SL))
Reduction Eligible (SCE)	None
True-Up Eligible	All

License Prerequisites

License	License Prerequisites
Microsoft Intune Suite/Microsoft Intune Plan 2/Intune Endpoint Privilege Management/Microsoft Intune Advance Analytics/Microsoft Intune Enterprise Application Management/Microsoft Intune Cloud PKI	Microsoft 365 Business Premium/E3/A3/E5/A5/F1/F3; Enterprise Mobility + Security E3/E5; Microsoft Intune Plan 1

Service Specific Terms

Notices

Any deployment services provided to Customer are subject to the Professional Services terms (refer to [Professional Services](#) terms).

Manage Devices and Applications

Each User to whom Customer assigns a User SL may access and use the Online Services and related software (including System Center software) to manage applications and up to fifteen devices. Management of a device accessed by more than one user requires a User SL for each user. If Intune Company Portal App is used to manage devices, the terms that apply to Microsoft Intune Online Services (as defined in the Core Online Services table in the [Online Services Security & Privacy Terms](#)) apply to the use of Intune Company Portal App. Microsoft's commitments related to Intune Company Portal App do not extend to data processing, policies, or practices of third-party providers of mobile platforms on which Intune Company Portal App operates (e.g., Apple, Google).

Microsoft Intune for Devices

Microsoft Intune for Devices may only be linked to devices that are not affiliated with specific users. Product features with user affinity, including but not limited to Conditional Access, App Protection, and optional app installation, cannot be used under Microsoft Intune for Devices SLs. Applications that are typically mapped to specific users, such as Outlook and OneDrive, may not be used under this service.

Storage Add-on SL

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

Windows Software Components in System Center Software

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

SQL Server Technology and Benchmarking

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

License Eligibility for Frontline Worker Licenses

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

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

Qualifying Microsoft Intune Frontline Worker licenses include Enterprise Application Management Frontline Worker, Advanced Analytics Frontline Worker, Cloud PKI Frontline Worker, Intune P2 Frontline Worker, Remote Help Frontline Worker, and Intune Suite Frontline Worker.

Add-ons

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

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

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

Microsoft Intune

Qualifying License(s)	Add-on User Subscription License(s)
Core CAL Suite	Microsoft Intune Plan 1 Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	
Core CAL Suite	Microsoft Intune Plan 1 for EDU Add-on (User SL)
Enterprise CAL Suite	
Core CAL Suite Bridge for Office 365	
Enterprise CAL Suite Bridge for Office 365	

Microsoft Learning

Availability

Product	Program Attribute
Microsoft Learning MCP 1 Exam Vouchers (Services SL)	Additional Product

Product Conditions:

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

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

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

Vouchers

Vouchers are provided upon purchase and expire 12 months from date of purchase.

Microsoft Office Specialist (MOS) Microsoft Technology Associate (MTA) and Microsoft Certification Educator (MCE) Exam Site License

Customer must be a Certiport/Pearson VUE test center authorized to deliver MOS or MTA exams under a site [License](#). The site [License](#) will expire 12 months from the date of purchase. Any undelivered exams at the end of the term are forfeited. Academic Customers may only deliver site license exams to their faculty members and registered students.

Service Specific Terms

Microsoft Learning E-Reference Library

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

GitHub Offerings

Availability

Product	Program Attribute
GitHub Codespaces	Additional Product
GitHub Engineering Direct	Additional Product
GitHub Advanced Security (User SL)	Additional Product
GitHub Actions	Additional Product
GitHub Enterprise	Additional Product
GitHub Copilot for Business	Additional Product
GitHub Large File Storage	Additional Product
GitHub Advanced Security	Additional Product
GitHub Enterprise (User SL)	Additional Product
GitHub AE (GHEM) (User SL)	Additional Product
GitHub Insights (User SL)	Additional Product
GitHub Packages	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	GitHub Advanced Security, GitHub Enterprise, and GitHub Insights
Qualified User Exemption	All
Reduction Eligible	None
Reduction Eligible (SCE)	None
True-Up Eligible	None

GitHub Enterprise

Customer's Licensed Users may access and use both the GitHub Enterprise Cloud online service (formerly known as Business Cloud) and GitHub Enterprise Server on-premises software (formerly known as GitHub Enterprise or GHE), as included in GitHub Enterprise.

Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for preview, demonstration, pre-release versions, training or evaluation purposes requires User SL and the terms at https://aka.ms/github_preview apply.

License Prerequisites

Purchases of the following Licenses also require the purchase of a prerequisite License listed in the table below:

License	License Prerequisites
GitHub Advanced Security for Azure DevOps	Azure DevOps
GitHub Actions	GitHub Enterprise (User SL)
GitHub Packages	GitHub Enterprise (User SL)
GitHub Advanced Security	GitHub Enterprise (User SL)
GitHub Insights*	GitHub Enterprise (User SL)

*Must acquire for all Customer's GitHub Enterprise Users

General Service Terms

Privacy

Notwithstanding anything to the contrary in Customer's volume licensing agreement (including these Product Terms and the DPA), the GitHub Privacy Statement available at https://aka.ms/github_privacy and the GitHub Data Protection Agreement at https://aka.ms/github_dpa will apply to Customer's use of GitHub Offerings, including GitHub Enterprise licensed standalone or as Visual Studio Enterprise or Professional with GitHub Enterprise.

Service Specific Terms

Service Level Agreement

For more information, please refer to <https://github.com/customer-terms/github-online-services-sla>.

GitHub Advanced Security

In addition to User SLs permitting access to GitHub Enterprise, Customer must acquire GitHub Advanced Security User SLs for each of its Unique Committers.

GitHub Engineering Direct

GitHub Engineering Direct is premium technical support provided by GitHub, Inc. for customers who have Microsoft Premier or Unified Support. By using GitHub technical support, Customer agrees to be bound by the GitHub terms available at <https://aka.ms/githubsupport>.

GitHub Enterprise Server

Updates

Customer must update on-premises software at least once per year. Releases can be found at <https://enterprise.github.com/releases>.

GitHub Enterprise Cloud

License Grant

Customer grants Microsoft a nonexclusive, worldwide license to use Customer Data, and the right to make incidental copies as necessary to provide the Online Services or support, or for security reasons. Customer can terminate this license by removing such content from the service or generally by closing Customer's account, except (a) to the extent Customer shared it with others as part of the service and they copied re-shared or stored it and (b) for the reasonable time it takes to remove from backup and other systems. Customer will fully comply with any third-party license terms that apply to such content.

Contributions Under Repository License

Unless otherwise specifically agreed (for example in a contributor license agreement), upon adding content to a repository, Customer grants a license to third parties under the same terms as the repository.

GitHub Copilot

Data

Prompts are the collection of code and supporting contextual information sent to GitHub to generate suggestions, including data you submit through a chat interface. Suggestions are the code, functions, and other output returned to Customers by GitHub Copilot.

A. Copilot Data Generally. GitHub Copilot sends an encrypted prompt from Customer to GitHub to provide suggestions. Except as detailed below, Prompts are transmitted only to generate these suggestions in real-time, are deleted once the suggestions are generated, and are not used for any other purpose. Prompts are encrypted during transit and are not stored at rest without your permission.

B. When Prompts are Retained. Your Prompts are retained by GitHub in the following circumstances:

1. *CLI and Other Tools.* If you use GitHub Copilot tools that operate outside of your code editor, such as Copilot for the Command Line Interface, GitHub Copilot retains your Prompts to those tools to provide the service.
2. *Private Language Models.* If you have requested a customized private language model, GitHub Copilot retains your Prompts to fine-tune your private model.
3. *Customization.* If you have customized GitHub Copilot to use alternative data handling, such as enabling interaction with third party extensions, GitHub Copilot will retain your Prompts based on that customization.

C. More Information. More detailed information on how data is processed by GitHub Copilot is in the GitHub Privacy Statement available at <https://gh.io/privacy>.

Defense of Third-Party Claims

Notwithstanding any other provision in Customer's volume licensing agreement, Microsoft's obligation to defend Customer's use of GitHub Copilot under the Copilot Copyright Commitment will not apply if Customer has not set the Duplicate Detection filtering feature available in GitHub Copilot to its "Block" setting. Customers can learn how to enable the Duplicate Detection filter at <https://gh.io/cfb-dd>.

Notices

Notices to GitHub may be submitted via email to legal@support.github.com. If Customer wishes to formally service notice on GitHub, it must be made through GitHub's registered agent:

GitHub, Inc.

c/o Corporation Service Company

2710 Gateway Oaks Drive, Suite 150N

Sacramento, CA 95833-3505

Enablement of GitHub Advanced Security for Azure DevOps

In addition to a [Licensed User](#) permitting access to Azure DevOps, a customer must activate GitHub Advanced Security for Azure DevOps for each repository where the service is required, allowing [Unique Committers](#) to utilize the service.

Visual Studio with GitHub Enterprise

Availability

Product	Program Attribute
GitHub Enterprise for Visual Studio Enterprise (User SL)	Additional Product
GitHub Enterprise for Visual Studio Professional (User SL)	Additional Product
Visual Studio Professional with GitHub Enterprise (User SL)	Additional Product
Visual Studio Enterprise with GitHub Enterprise (User SL)	Additional Product, Server and Tools Product

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

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

GitHub Enterprise

The [Licensed User](#) may access and use both the GitHub Enterprise Cloud online service and GitHub Enterprise Server on-premises software as included in GitHub Enterprise as set forth in [GitHub Offerings](#).

GitHub Enterprise Training and Evaluation

Notwithstanding any terms to the contrary in Customer's volume licensing agreement, access to GitHub Enterprise software or the online service for training or evaluation purposes requires User SLs.

Visual Studio License Terms

The [Licensed User](#) may use Visual Studio Enterprise or Visual Studio Professional, respectively, as set forth in the Visual Studio Product Entry subject to the same terms and conditions.

GitHub Enterprise for Visual Studio Licenses

Customer may purchase GitHub Enterprise for Visual Studio Licenses for any of its Visual Studio Enterprise or Professional [Licensed Users](#) with active Visual Studio subscriptions.

Step-Up Licenses

Customer is eligible to purchase Visual Studio Enterprise with GitHub Enterprise Step-up Licenses as provided in [Software Assurance Benefits](#), "Step-up License Availability" for any of its Visual Studio Professional with GitHub Enterprise [Licensed Users](#).

Azure Virtual Desktop

Refer to the Azure Virtual Desktop section of the [Microsoft Azure Services](#) Product entry for rights to access Azure Virtual Desktop virtual machines.

Microsoft Search in Bing

Service Specific Terms

Microsoft Search in Bing

"Microsoft Search in Bing" means the service that displays enterprise search results from internal resources (e.g. intranet, files, people information) to Customer users who are logged into the service via their work or school account.

Microsoft Search in Bing Privacy

When a user enters a search query in Microsoft Search in Bing, two simultaneous search requests occur: (1) a search of Customer's internal resources, for which the query and results returned are Customer Data for purposes of these Product Terms, and (2) a separate search of public results from Bing.com, for which the query and results returned are not Customer Data. These Product Terms and the

DPA apply only to Microsoft Search in Bing. The Microsoft Privacy Statement located at <https://go.microsoft.com/fwlink/?LinkId=521839> applies to public search on Bing.com.

Office 365 Developer

Service Specific Terms

No Production Use of Office 365 Developer

Each user to whom Customer assigns a User SL may use the Online Service to design, develop, and test Customer's applications to make them available for Customer's Office 365 Online Services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

Office 365 Developer End Users

Customer's end users do not need a SL to access Office 365 Developer to perform acceptance tests or provide feedback on Customer programs.

Microsoft Defender for Endpoint

Availability

Product	Program Attribute
Defender for Endpoint F2 (User SL)	Additional Product
Defender for Endpoint F1 (User SL)	Additional Product
Defender for Endpoint P2 (User SL)	Additional Product
Defender for Endpoint P2 Step-up from P1 (User SL)	Additional Product
Defender for Endpoint P1 (User SL)	Additional Product

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	No

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	None
Reduction Eligible	All (except Microsoft Intune for EDU (Device SL))
Reduction Eligible (SCE)	None
True-Up Eligible	All

License Eligibility for Frontline Worker Licenses

Defender for Endpoint Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Defender for Endpoint or Defender for Endpoint Frontline Worker licensed users, during or across shifts.
 - Other licensed Frontline Worker users must also use the device as their primary work device.

- Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Defender for Endpoint Frontline Worker licenses include Defender for Endpoint F1 and/or Defender for Endpoint F2.

Service Specific Terms

Data Retention

Microsoft Defender for Endpoint does not contain extractable Customer Data therefore the Customer Data extraction terms in the [DPA](#) do not apply.

Microsoft Defender for Endpoint

Eligible [Licensed Users](#) may use Microsoft Defender for Endpoint on up to five concurrent devices.

Use on Devices Managed by Third-Parties

Notwithstanding the [Outsourcing Software Management](#) clause, Customer may use Defender for Endpoint with user desktops running on Microsoft Azure, its own devices, or devices under the day-to-day management and control of third parties.

Microsoft Cloud for Retail Add-On

Availability

Product	Program Attribute
Microsoft Cloud for Retail Add-on	Additional Product

Product Conditions:

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

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

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

Add-ons

Customer may acquire Microsoft Cloud for Retail Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.
3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Microsoft Cloud for Retail Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Dynamics 365 Customer Insights

Service Specific Terms

Compliance Terms

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Retail Add-on at <https://go.microsoft.com/fwlink/?linkid=2186363>.

Microsoft Cloud for Healthcare Add-On

Availability

Product	Program Attribute
Microsoft Cloud for Healthcare Add-on	Additional Product

Product Conditions:

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

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

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

Add-ons

Customer may acquire Microsoft Cloud for Healthcare Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.
3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Healthcare Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Office 365 F3/E1/E3/A3*, Microsoft 365 F1/F3/E3/E5*, or Power Apps, or Power Automate, or PowerBI, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Digital Messaging, or Dynamics 365 Customer Insights, or Dynamics 365 Insights, or Dynamics 365 Field Service, or Microsoft Azure API for FHIR, or Microsoft Healthcare Bot Service.

*Or any component of the suite that contains Microsoft Teams.

Service Specific Terms

Compliance Disclaimer

The Microsoft Cloud for Healthcare Add-on Service Specific Terms explains your and Microsoft's rights and obligations with respect to regulatory compliance standards for [Customer Data](#) and Non-Microsoft Product data solely in connection with your use of the Microsoft Healthcare Add-on.

The regulatory compliance standards that are applicable to the Microsoft Cloud for Healthcare Add-on features can be found on the compliance dashboard (<https://docs.microsoft.com/microsoft-365/compliance/offering-hipaa-hitech?view=o365-worldwide>).

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Healthcare Add-on at <https://aka.ms/MicrosoftCloudforHealthcareCompliance>.

Microsoft Sustainability Manager

Availability

Product	Program Attribute
Microsoft Sustainability Manager	Additional Product

Product Conditions:

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

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

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

Service Specific Terms

Compliance Disclaimer

You can learn more about Microsoft's commitments to compliance, data protection, and privacy and the Microsoft Sustainability Manager at <https://aka.ms/MicrosoftSustainabilityManagerCompliance>.

Windows Autopatch

Windows Autopatch is available with Windows 10/11 Enterprise E3 subscription (or higher).

Service Specific Terms

Managed Service

Windows Autopatch includes an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to [Professional Services](#)).

Data Handling

Windows Autopatch integrates data (including [Customer Data](#)) between other Microsoft Products including Microsoft Entra ID, Microsoft Intune, Office, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Autopatch Integrated Services"). Once data is transferred within the Autopatch Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

Microsoft Defender for Cloud Apps

Availability

Product	Program Attribute
Microsoft Defender for Cloud Apps F1 (User SL)	Additional Product
Microsoft Defender for Cloud Apps (User SL)	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License Eligibility for Frontline Worker Licenses

Microsoft 365 Frontline Worker licenses may only be assigned to users who satisfy one or more of the following conditions:

- Uses a primary work device with a single screen smaller than 10.9"
- Shares their primary work device with other qualifying Defender for Cloud Apps or Defender for Cloud Apps Frontline Worker licensed users, during or across shifts.
 - Other licensed Microsoft Frontline Worker users must also use the device as their primary work device.
 - Any software or services accessed from the shared device requires the device or users to be assigned a license that includes use of those software or services.

Qualifying Defender for Cloud Apps Frontline Worker licenses include Defender for Cloud Apps F1.

Service Specific Terms

External User Allowance

In addition to access by its Licensed Users, Customer may permit External Users to access the service in connection with access to Customer's resources using SharePoint Online, OneDrive, Teams and other Microsoft hosted services.

Notices

The Professional Services terms apply (refer to [Professional Services](#) terms).

Microsoft Cloud for Financial Services Add-On

Availability

Product	Program Attribute
Microsoft Cloud for Financial Services Add-on	Additional Product

Product Conditions:

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

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

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

Add-ons

Customer may acquire Microsoft Cloud for Financial Services Add-ons subject to the following conditions:

1. Customer must have a license for the corresponding Qualifying Licenses.
2. Customer may acquire one Add-on SL for each Qualifying License(s), unless provided otherwise in these terms.
3. Customer may acquire Add-on SLs between true-up dates in advance of the acquisition of the Qualifying Licenses.
4. Microsoft Cloud for Financial Services Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Microsoft 365 E3, or Microsoft 365 E5, or Microsoft Project, or Power Apps, or Power Automate, or PowerBI, or Dynamics 365 Customer Service Enterprise, or Dynamics 365 Digital Messaging, or Dynamics 365 Customer Insights, or Dynamics 365 Sales Enterprise, or Dynamics 365 Customer Voice

Service Specific Terms

Compliance Disclaimer

The Microsoft Cloud for Financial Services Add-on Service Specific Terms explains your and Microsoft's rights and obligations with respect to regulatory compliance standards.

Customer agrees that any information resulting from the use of the features provided as part of the Microsoft Cloud for Financial Services Add-on ("Cloud for Financial Services") is for informational or internal process management purposes only, and does not constitute legal, financial, tax planning, or other advice from Microsoft. Customer agrees that it is responsible for its own financial research and financial decisions, and that the solutions and resulting information provided through the Cloud for Financial Services will not serve as the primary basis for its financial decisions. Customer agrees that Microsoft is not responsible or liable for any decisions or actions customer, or its authorized third parties, take based on information Customer produces or generates as a user of the Cloud for Financial Services. No solutions provided through the Cloud for Financial Services constitute an offer, solicitation of an offer, or advice to buy or sell securities, or any financial instrument or investment by Microsoft.

Customer may not use any of the features or information provided through the Cloud for Financial Services as a factor in establishing the financial standing, including the eligibility for credit, hire, insurance, housing, employment or other eligibility or entitlement (including for any other use constituting a permissible purpose under the U.S. Federal Fair Credit Reporting Act ("FCRA")) of a person or entity, in such a way that would cause Microsoft to be considered to operate as a Consumer Reporting Agency under FCRA.

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Financial Services Add-on at <https://aka.ms/mcfsi-docs>.

Data Protection and Security

The terms of the [DPA \(http://aka.ms/DPA\)](http://aka.ms/DPA) apply to Online Services except for Online Services listed in the [Privacy & Security Terms](#). For Core Online Services, Online Service-specific details on security practices and location of Customer Data at rest are also located in the [Privacy & Security Terms](#).

Microsoft Cloud for Nonprofit Add-On

Availability

Product	Program Attribute
Microsoft Cloud for Nonprofit: Plan 1 and Plan 2	Additional Product
Microsoft Cloud for Nonprofit Basic	Additional Product

Product Conditions:

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

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

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

Purchasing Minimums

Purchases of the following products allow Customers with a total count of employees, regardless of how many employees access Microsoft Cloud for Nonprofit, to purchase the Licenses listed in the table below:

Product	Total Employee Count
Microsoft Cloud for Nonprofit: Plan 1	Less than or equal to 250
Microsoft Cloud for Nonprofit: Plan 2	Greater than or equal to 251

Add-ons

Customer may acquire Microsoft Cloud for Nonprofit Add-ons subject to the following conditions:

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

4. Microsoft Cloud for Nonprofit Add-on features are dependent upon purchase of the following Qualifying Licenses and/or combination of the following Qualifying Licenses.

Qualifying License(s)
Office 365 A3/E3, or Office 365 A5/E5, or Microsoft 365 A3/E3 or Microsoft 365 A5/E5, or LinkedIn Sales Navigator, or Power Apps, or Power Automate, or Power BI, or Dynamics 365 Sales Enterprise, or Dynamics 365 Customer Insights, or Azure App Service

Service Specific Terms

Compliance Terms

You can learn more about Microsoft's commitments to compliance, data protection, and privacy for the Microsoft Cloud for Retail Add-on at <https://aka.ms/MicrosoftCloudforNon-Profit>.

Microsoft Defender Experts

Availability

Product	Program Attribute
Microsoft Defender Experts for XDR (User SL)	Additional Product
Microsoft Defender Experts for Hunting (User SL)	Additional Product

Product Conditions:

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

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

Product Conditions - Program Specific	
Extended Term Eligible	N/A
Qualified User Exemption	All
Reduction Eligible	All
Reduction Eligible (SCE)	All
True-Up Eligible	All

License Prerequisites

License	License Prerequisites
Microsoft Defender Experts for Hunting	Microsoft Defender for Endpoint Plan 2; Microsoft Defender for Office Plan 2; Microsoft Defender for Identity; Microsoft Defender for Cloud Apps; Windows Enterprise E5/A5; Microsoft 365 E5/A5; Microsoft 365 E5/A5 Security; Microsoft 365 F5 Security + Compliance; Microsoft 365 E5/F5 Information Protection and Governance; Microsoft 365 F5 Security; Enterprise Mobility + Security E5/A5
Microsoft Defender Experts for XDR	Microsoft Defender for Endpoint Plan 2; Microsoft Defender for Office Plan 2; Microsoft Defender for Identity; Microsoft Defender for Cloud Apps; Microsoft 365 E5/A5; Microsoft 365 E5/A5 Security; Microsoft 365 F5 Security + Compliance; Microsoft 365 F5 Security; Enterprise Mobility + Security E5/A5

Service Specific Terms

Managed Service

Microsoft Defender Experts include an Online Service component and Professional Service Component which is subject to the Professional Services terms (refer to [Professional Services](#)).

Microsoft Defender Experts for XDR

A separate Microsoft Entra ID Plan 1 or 2 license is required for each tenant.

Microsoft Defender for Endpoint for servers

Availability

Product	Program Attribute
Microsoft Defender for Endpoint for servers	Additional Product

Product Conditions:

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

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

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

Service Specific Terms

Eligibility to acquire Microsoft Defender for Endpoint for servers

A separate license is required for each [OSE](#).

Migration to Microsoft Defender for Cloud

Customers who acquire Microsoft Defender for Endpoint for servers licenses, and later during the term of their coverage choose to cover the same servers with Microsoft Defender for Cloud, will be eligible for a credit toward Microsoft Defender for Cloud.

Microsoft Defender for IoT

Availability

Product	Program Attribute
Microsoft Defender for IoT	Additional Product

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for all Online Services
Product Pool	Server
Promotions	No

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

Service Specific Terms

None

Windows 365

Availability

Product	Program Attribute
Windows 365 Frontline	Additional Product
Windows 365 Enterprise	Additional Product

Product Conditions:

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

Product Conditions - General	
Terms of Service	Universal License Terms for Online Services (Windows 365 Windows operating system is governed by the Universal License Terms for all Software and includes specific terms in the Windows Desktop Operating System)
Product Pool	System
Promotions	None

Product Conditions - Program Specific	
Extended Term Eligible	All
Qualified User Exemption	N/A
Reduction Eligible	All
True-Up Eligible	Yes

License Assignment

Windows 365 Frontline License Assignment Eligibility

The [Licensed User](#) must be licensed with each of the following: Windows 10/11 Enterprise/Education, Intune, and Microsoft Entra ID P1/P2. In addition to being available independently, all these licenses are also included in Microsoft 365 F3/E3/G3/E5/G5/A3/A5/Business Premium/Student Use Benefit.

Windows 365 Enterprise License Assignment Eligibility

The Licensed User must be licensed with each of the following: Windows 10/11 Enterprise/Education, Intune, and Microsoft Entra ID P1/P2. In addition to being available independently, all these licenses are also included in Microsoft 365 F3/E3/G3/E5/G5/A3/A5/Business Premium/Student Use Benefit.

License Reassignment

Replacing a user's Windows 365 Business/Enterprise license with another Windows 365 Business/Enterprise license does not count as "reassignment" and Customer may make such replacements at any time.

Windows 365 Frontline

Each license may be provisioned up to 3 Cloud PCs. Only one Cloud PC can be activated per license.

Service Specific Terms

Network Egress

Microsoft reserves the right to restrict network egress due to high bandwidth usage.

Use as a Server

You may not use the service to perform server functions to devices outside of the service or to third parties.

Distributed Computing

You may not use the service for sustained distributed computing or digital asset transaction validation workloads.

Data Handling

Windows 365 integrates data (including Customer Data) between other Microsoft Products including Microsoft Entra ID, Microsoft Intune, Azure Virtual Desktop, and other Online Services as configured by Customer, if any (collectively for purposes of this provision the "Windows 365 Integrated Services"). Once data is transferred between the Windows 365 Integrated Services, that data is governed by the Product Terms applicable to the Product in which it resides.

Glossary

Terms defined in this Glossary apply unless otherwise defined in product specific terms.

Definitions

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

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, 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.

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

Authorized Outsourcer means any third party service provider that is not a Listed Provider and is not using Listed Provider as a Data Center Provider as part of the outsourcing service.

Azure compute savings plan means a commitment to spend a specified monetary amount each hour on eligible Microsoft Azure Services for a specified term.

Azure Facial Recognition Services means facial recognition features or functionality included in Azure Services, such as Face; or the facial recognition functionality in Azure Video Analyzer for Media.

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

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

Azure Private MEC Solution means a combined software and hardware private multi-access edge compute offering which includes Azure Network Function Manager.

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

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

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

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

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

Client OSE means an OSE running a client operating system.

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

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

Consumption Rates means the prices for 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.

Copilot means a Microsoft Generative AI Service that is identified as a 'Copilot.'

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

Core Online Services means those Online Services listed as Core Online Services in the [Privacy & Security Terms](#) section.

Covered Product means any Azure OpenAI Service or Microsoft Copilot that is available for a fee through Microsoft volume licensing.

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

Customer Health Bot Application means an application or any set of applications that adds primary and significant functionality to the Azure Health Bot Service and that is not primarily a substitute for the Azure Health Bot Service.

Customer Solution means any application that the Customer makes available to its end users consisting of Customer's applications and the [Microsoft Azure Services](#), whereby Customer's application adds primary and significant functionality and is not primarily a substitute to the [Microsoft Azure Services](#). Customer applications that only provide billing, license management, and/or infrastructure services (e.g., virtual machines, containers, storage, or management for such infrastructure services) do not constitute "primary and significant functionality."

Customize when used in connection with large language or multi-modal models, means to expose a model to Customer Data and instruct the model to use that Customer Data so that the model produces tailored Output Content that is more relevant to a specific customer. When used in connection with Copilots, this is sometimes called "grounding" and the Customer Data used to Customize a model may include information referred to as "grounding data."

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

Data Center Provider means an entity that provides infrastructure or software services, directly or indirectly, to another service provider. Microsoft may also serve as a Data Center Provider through Microsoft Azure.

Data Protection Addendum (DPA) means the Microsoft Products and Services Data Protection Addendum published at <https://aka.ms/DPA>.

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

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 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 employees, onsite contractors or onsite agents of Customer or its Affiliates.

Fail-over OSE means an OSE (or an Azure service) in which passive Instances of the server software are running in anticipation of a fail-over event.

First-Party Consumption Services are Microsoft Online Services that are available as Azure meters. These Microsoft services include, but are not limited to, certain Power Platform, Dynamics 365, and GitHub meters.

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.

Input means all Customer Data that Customer provides, designates, selects, or inputs for use by a generative artificial intelligence technology to generate or Customize an output.

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

IoT Device means a computing device that (i) is designed or configured for use primarily with an industry- or task-specific software program that provides the primary functionality of the computing device ("IoT Program"), (ii) uses equal to or less than 16 physical cores, and (iii) is not designed to be marketed or primarily used as a multi-functional Server, or a commercially viable substitute for a multi-functional Server.

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

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

Licensed Device means a single physical hardware system to which a License is assigned. Devices that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. For purposes of this definition, a hardware partition or blade is considered to be a separate device.

Licensed Server means a single Server to which a License is assigned. Servers that are under the management or control of an entity other than Customer or one of its Affiliates are subject to the Outsourcing Software Management clause. For purposes of this definition, a hardware partition or blade is considered to be a separate Server.

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

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

Licensing Site means <http://www.microsoft.com/licensing/contracts> or a successor site.

Listed Providers include entities identified by Microsoft at <http://aka.ms/listedproviders>. Microsoft may identify additional Listed Providers at <http://aka.ms/listedproviders> from time to time; however, if Customer is using an outsourcer at the time its Authorized Outsourcer status is terminated, then Customer may temporarily continue to use the same entity in its former Authorized Outsourcer capacity for one year from the date of that change in status.

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

Management License Equivalent License means a User SL identified in a Product's "Management License" table, or a CAL suite or SL, as identified in CAL and ML Equivalency Licenses, as applicable. A CAL suite is a Management License Equivalent License only if Customer purchased the license after the Server Products' Date Available or if Customer had active SA coverage as the Date Available.

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

Metaprompts means instructions coded into a Microsoft Generative AI Service that provide directions to the service for generating Output Content.

Microsoft Azure Services means the Microsoft services and features identified at <http://azure.microsoft.com/services/>, except those identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans. "Microsoft Azure Services" includes any open source components incorporated by Microsoft in those services and features.

Microsoft Azure Services Plan means a subscription to one of the individual Microsoft Azure Services identified in the Product Terms as Microsoft Azure User Plans, or Microsoft Azure Support Plans.

Microsoft Generative AI Service means an Online Service or feature thereof that uses generative artificial intelligence technologies to generate outputs.

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

Network Server means a physical hardware server that provides resource assistant to computers in a network. Any Server that is under the management or control of an entity other than Customer or one of its Affiliates is subject to the Outsourcing Software Management clause in the Universal License Terms.

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

Online Service means a Microsoft-hosted service to which Customer subscribes under a Microsoft volume licensing agreement, including any service identified in the Online Services section of the Product Terms. It does not include software and services provided under separate license terms (such as via gallery, marketplace, console, or dialog).

Operating System Environment (OSE) means all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or

separate administrative rights, and instances of applications, if any, configured to run on the operating system Instance or parts identified above. A physical hardware system can have one Physical OSE and/or one or more Virtual OSEs.

Output Content means any data, text, sound, video, image, code, or other content generated by a [Microsoft Generative AI Service](#) in response to [Input](#).

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

Physical Core means a core in a Physical Processor.

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

Physical Processor means a processor in a physical hardware system.

Previews means a preview, beta or pre-release feature, service, software (including supplemental software), or data center location offered by Microsoft for evaluation.

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

Primary Workload means either an OSE in which Instances of the server software are running under the "Use Rights" section of a product entry or an Azure service.

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

Professional Services means Microsoft technical support services and Microsoft consulting services (e.g., for data migration) provided to Customer. "Professional Services" does not include Products.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of a Customer (or that Customer authorizes Microsoft to obtain from a Product) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

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

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

Services Deliverables means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms and machine learning models) other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

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

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

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

Standard means any technology specification created by an organization, consortium, trade association, special interest group, or similar entity whose activities include producing or promoting technology specifications meant for widespread adoption. Standards include, but are not limited to: any version of MPEG-2, MPEG-4 Visual/MPEG-4 Part 2, VC-1, MPEG-4 Part 10/H.264, MPEG-H Part 2/H.265, MPEG-I Part 3/H.266, AAC, HDCP, HDMI, DisplayPort, DivX, JPEG, MJPEG, AC-3/Dolby Digital, AC-4/Dolby Digital Plus, DTS, Dolby TrueHD, DTS-HD, VP8, VP9, AV1, AMR-NB, AMR-WB, EVS, IEEE 802.11[x] (aka WiFi), IEEE 802.16 (aka Wi-MAX), UMTS, EDGE, GPRS, GSM, CDMA, TD-SCDMA, WCDMA, HSxPA, LTE, 2G, 3G, 4G, 5G, Bluetooth (aka IEEE 802.15.1) and their predecessors and successors.

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

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

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

Subprocessor means other processors used by Microsoft to process data.

Telecommunication Service Providers are entities that provide communications services, telephony services, voice or data transmission services, and wireless prepaid services.

Unique Committer is a Licensed User of GitHub Enterprise/Azure DevOps or an offering that includes GitHub Enterprise/Azure DevOps who has made a commit in the last 90 days to any repository with any GitHub Advanced Security functionality activated.

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

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

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

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

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

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

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

Attributes

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

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

Add-ons and From SA: Indicates the Product is available as an Add-on, and/or From SA. For details, refer to the Add-ons and From SA sections for each respective product and online service.

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

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

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

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

External User Access Requirement: Indicates specific license requirements or options for access by External Users.

Fail-Over Rights: An SA benefit that allows Customer to run passive fail-over Instances as described in the Product entry.

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

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

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

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

Notices: Identifies the notices applicable for a Product; refer to the Notices section for details.

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

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

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

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

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

Product-Specific License Terms, or Product-Specific Terms: Indicates the Product-specific terms and conditions governing deployment and use of the Product in the Product Terms, including those in the product specific sections of the Product Terms.

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

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

Reduction Eligible: An Online Service for 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 prepayment.

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

Roaming Rights: An SA benefit that permits the Primary User of a Licensed Device certain access and use rights. The Primary User may use a Qualifying Third Party Device to (i) remotely access and use permitted Instances or copies of the software running on Servers (subject to the Outsourcing Software Management clause in the Universal License Terms for all Software), or (ii) locally use a permitted Instance or copy in a Virtual OSE. No other user may use the software under the same License at the same time. Despite anything to the contrary in Customer's volume licensing agreement, Qualified Desktops and Devices do not include any Qualifying Third Party Devices from which Customer's users access and use the software and any (other) enterprise product solely under Roaming Rights.

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

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

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

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

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

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

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

Cell Values

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Other Legal Terms

Amazon Workspaces Deployments

Notwithstanding anything in the [Outsourcing Software Management](#) clause to the contrary, each Licensed User of an Eligible Product may install and use a single active instance (with failover instances) of the Microsoft 365 Apps for enterprise/business software in Amazon WorkSpaces. Such instances must be running on the Enterprise Monthly Channel or Current Channel.

Eligible Products are:

- Microsoft 365 E3/E5
- Microsoft 365 A3/A5
- Microsoft 365 G3/G5
- Microsoft 365 Business Premium

In addition to the above, each Licensed User of an Eligible Product may also install and use a single active instance (with failover instances) of the following Additional Client Application(s) in Amazon Workspaces if they are also licensed for that Additional Client Application(s). Such instances must be running on the Enterprise Monthly Channel or Current Channel.

Additional Client Applications:

- Microsoft Project Plan 3/5
- Microsoft Visio Plan 2

Microsoft Security portfolio Product Terms mapping

Showing Microsoft Security portfolio and the applicable Product Terms that apply to them. The Product is on the left and the appropriate Product Terms are hyperlinked to the right. Not all products are listed.

Microsoft Defender

Product	Applicable Terms
Defender for Office 365	Exchange Online
Defender for Cloud Apps	Defender for Cloud Apps
Defender for Identity	Azure
Microsoft Defender for Business	Microsoft 365
Defender for Business servers	Defender for Business servers
Defender for IoT	Azure
Defender for Cloud products identified here: https://azure.microsoft.com/en-us/pricing/details/defender-for-cloud/)	Azure
Defender External Attack Surface Management	Azure
Defender Threat Intelligence	Microsoft 365
Defender for App Service	Azure
Microsoft Defender Experts for Hunting	Microsoft Defender Experts for Hunting
Defender for Endpoint	Defender for Endpoint
Microsoft Defender for Vulnerability Management add-on	Microsoft 365
Azure Monitor	Azure
Microsoft Sentinel	Azure
Azure Confidential Ledger	Azure

Microsoft Entra

Product	Applicable Terms
Microsoft Entra ID P1	Azure
Microsoft Entra ID P2	Azure

Product	Applicable Terms
Microsoft Entra ID External Identities	Azure
Microsoft Entra Permissions Management	Microsoft 365
Azure Key Vault	Azure
Key Vault	Azure
Workload Identities	Microsoft 365
Microsoft Entra ID Domain Services	Azure
Microsoft Entra ID Basic (EDU only) & commercial lead status	Azure

Microsoft Intune

Product	Applicable Terms
Microsoft Intune	Microsoft Intune
Microsoft Endpoint Manager - Remote Help	Microsoft 365
Intune Suite	Microsoft Intune
Forefront Identity Manager	Forefront Identity Manager
Microsoft Identity Manager	Microsoft Identity Manager

Microsoft Priva

Product	Applicable Terms
Priva Privacy Risk Management	Microsoft 365
Priva - Subject Rights Requests	Microsoft 365

Microsoft Purview

Product	Applicable Terms
Azure Information Protection	Azure
Premium Assessments	Microsoft 365
10-year Audit Log Retention	Microsoft 365
Compliance Program for Microsoft Cloud	Microsoft 365

Security & Compliance Suites

Product	Applicable Terms
E5/F5/G5/A5 Security	Microsoft 365
E5/F5/G5/A5 Compliance	Microsoft 365
F5 Security & Compliance	Microsoft 365
EMS E3/A3/G3	Enterprise Mobility + Security
EMS E5/A5/G5	Enterprise Mobility + Security
E5/F5/G5 Insider Risk Management	Microsoft 365
E5/F5/G5 eDiscovery & Audit	Microsoft 365
E5/F5/G5 Information Protection & Governance	Microsoft 365

Azure Data Box, Azure Stack Edge, and Azure Stack Hub Ruggedized Terms

This section includes the additional or alternative terms that apply to hardware Products that are identified below. If there is a conflict between the provisions of this section and that of the Product Terms, this section shall govern and control for that hardware Product.

Azure Data Box Hardware Terms

The terms and conditions located at <https://docs.microsoft.com/azure/databox/data-box-hardware-additional-terms> are incorporated by reference into these hardware terms.

Definitions

Azure Storage means the Microsoft-managed cloud service that provides data storage.

Azure Storage Account means an account that enables Customer to access and store its information using the Azure Storage service.

Data Box Device means a hardware device, including Data Box Software, that Microsoft may provide for Customer's temporary use in transporting data between its premises and the Azure datacenter. The family of Data Box Devices includes Data Box, Data Box Disk, and Data Box Heavy, and successors.

Data Box Software means all software provided on or in connection with a Data Box Device, including all tools, updates, and associated documentation.

Designated Azure Data Center means the Microsoft Azure data center designated by Microsoft as the data center to which Customer will return the Data Box Device, which may be different than the data center where Customer prefers to store its data and/or the location of Customer's Azure Storage Account.

Microsoft Azure Data Box Service or **Service** means the Microsoft Azure service that enables customers to store and transfer large amounts of data to and from data centers on the Data Box Device. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Data Box Software

The Data Box Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Data Box Software installed on the Data Box Device, or used in connection with the Data Box Device, only for the purpose of transporting data as enabled by the Data Box Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Data Box Software separately from the Data Box Device; (ii) publish, copy, rent, lease or lend the Data Box Software; (iii) work around any technical restrictions in the Data Box Software or restrictions in the Data Box Device documentation; (iv) separate and run parts of the Data Box Software on more than one device; (v) install or use non-Microsoft software or technology with Data Box Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Data Box Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows.

Azure Service Terms

These Azure Data Box Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Data Box Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription agreement as described at <https://azure.microsoft.com/support/legal/>. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Data Box Device as part of the Service.

Product Use Rights

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Data Box Device to transport and transfer data.

Customer Determination of Appropriateness. Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Data Box Device as set forth in the Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.

No Transfer or Access. Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Data Box Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Data Box Device (including the Software).

Disclaimer of Warranty

THE DATA BOX DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Azure Stack Edge Hardware Terms

The terms and conditions located at <https://docs.microsoft.com/azure/databox-online/azure-stack-edge-add-hardware-terms> are incorporated by reference into these hardware terms.

Definitions

"**Azure Stack Edge Device**" means hardware devices, including Software, that are offered as part of Azure Stack Edge family of devices as described at <https://azure.microsoft.com/products/azure-stack/edge/>.

"**Azure Stack Edge Service**" or "**Service**" means the Azure service that enables customers to receive, provision, use and manage an Azure Stack Edge Device. For clarity, the Service includes without limitation, any associated technology or functionality (e.g., creating a share), information, materials, and Service updates.

"**Software**" means all software provided on or in connection with an Azure Stack Edge Device, including all tools, updates, and associated documentation.

Azure Services Terms

These Azure Stack Edge Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Azure Stack Edge Device as part of the overall Service. Customer's use of the Service is also subject to Customer's Azure subscription as described at <https://azure.microsoft.com/support/legal/>. These Additional Terms supplement but do not amend or modify Customer's Azure subscription agreement. If there is a conflict between these Additional Terms and Customer's Azure subscription agreement, the Additional Terms will govern and control for purposes of the use of the Azure Stack Edge Device as part of the Service.

Use of Azure Stack Edge Device and Software

Conditions for Azure Stack Edge Use

Subject to the payment of applicable fees, Microsoft grants Customer permission to use the Azure Stack Edge Device, provided that Customer implements the following:

1. **Data Protection.** Customer is responsible for protection, including retaining backup copies of customer data stored on the Azure Stack Edge Device in the event of device failure, loss, or destruction.
2. **Customer Determination of Appropriateness.** Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Azure Stack Edge Device as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
3. **No Transfer or Access.** Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Azure Stack Edge Device, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Azure Stack Edge Device (including the Software).
4. **Accreditation.** To the extent that Customer is a governmental entity, Microsoft also grants Customer the right to place the Azure Stack Edge Device through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top-secret domain.

Software

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software only with the Azure Stack Edge Device. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Azure Stack Edge Device; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Azure Stack Edge Device documentation; (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology with the Software in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do

not and, in that case, Customer may do so only as the law allows. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Azure Stack Edge Device, the separate license terms for those modules or agents will govern and control for the use of such modules or agents.

Activation/Consent for Internet-based Services

Activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, including device properties (e.g., node, chassis and component numbers, software and firmware versions, timestamps of registration, etc.) and Customer environment details (e.g., time and update server IP address).

Microsoft uses this information to make the Internet-based services available to Customer. By using the Azure Stack Edge Device and Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

Microsoft may make updates available for the Azure Stack Edge Device. To continue to receive Azure Stack Edge support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates.

Survival

The sections titled Azure Services Terms, Software, Survival, and Disclaimer of Warranty will survive expiration or termination of these Additional Terms.

Disclaimer of Warranty

THE AZURE STACK EDGE DEVICE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS ARE PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Azure Stack Hub Ruggedized Hardware and Azure Stack Hub Datacenter Hardware Terms

These Hardware Terms apply to Azure Stack Hub Ruggedized and Azure Stack Hub Datacenter Devices.

Definitions

Documentation means the Azure Stack Hub Ruggedized and Azure Stack Hub Datacenter user documentation set forth in <https://aka.ms/azurestackhub>.

Appliance means an integrated hardware system, including Software, that Microsoft may offer as part of the Azure Stack family of Appliances as described at <https://azure.microsoft.com/en-us/overview/azure-stack/>, for Customer's use at Customer's designated premises.

Service means the Azure service that enables Customers to receive, provision, use, and manage the Appliance in running Azure services. For clarity, the Service includes without limitation, any associated technology or functionality, information, materials, and Service updates.

Software means all software in object code form provided on or in conjunction with an Appliance, including all tools, updates, and associated documentation.

Azure Service Terms; Limitations

Azure Service Terms

These Stack Hub Appliance Hardware Terms ("Additional Terms") apply to Customer's receipt and use of the Appliance as part of the overall Service. Customer's use of the Service is also subject to the Azure Service Agreement and Terms located at <https://azure.microsoft.com/en-us/support/legal/>, which includes without limitation, the Customer's customer or other license agreement and the Product Terms. These Additional Terms supplement but do not amend or modify any existing terms in the Azure

Service Agreement and Terms. If there is a conflict between these Additional Terms and any of the terms comprising the Azure Service Agreement and Terms, the Additional Terms will govern and control for purposes of the use of the Appliance as part of the Service.

Limitations

Microsoft is not obligated to continue to make the Appliance or any other hardware product available in connection with the Service. The Appliance may not be available in certain regions or jurisdictions, and even where it is, it is subject to availability. Microsoft is not responsible for delays related to the Service that are outside of its direct control. Microsoft reserves the right to refuse to offer the Service and corresponding Appliance to anyone in its sole discretion and judgment. Microsoft may suspend the Service in its discretion in accordance with the terms for Microsoft Azure services under the [Universal License Terms for Online Services](#).

Use of the Appliance and Software

Conditions for Appliance Use

Subject to the payment of applicable fees, Microsoft grants Customer permission to use to the Appliance, provided that Customer implements the following:

1. **Data protection.** Customer agrees to take certain precautions regarding its customer data: (i) Back up and protect all data prior to copying to and storing on the Appliance; (ii) do not delete the data from Customer's premises and equipment before Customer has successfully transferred such data from the Appliance to Microsoft; and (iii) Apply updates as set forth herein and perform preventative maintenance as recommended by Microsoft.
2. **Customer Determination of Appropriateness.** Customer agrees (i) that it is solely responsible for determining the appropriateness of using the Appliance as set forth in these Additional Terms, and (ii) that Microsoft shall have no liability to Customer or any other third party for any loss of data or other damages.
3. **Deployment pre-requisites and facility assessment.** Customer agrees to meet Microsoft's requirements necessary to support the installation, use, maintenance, and removal of the Appliance.
4. **No Transfer or Access.** Customer agrees to not sell, assign, or transfer (including location transfer between states or countries) the Appliance, and will not directly or indirectly (through a third party) view, open, modify, disassemble, or otherwise tamper with the Appliance (including the Software).

Accreditation

To the extent that the Customer is a governmental entity, Microsoft also grants Customer the right to place the Appliance through its accreditation processes to meet its needs, including without limitation, accreditation requirements and processes for use in an unclassified, secret, or top secret domain.

Software

The Software is licensed, not sold. Microsoft grants Customer a limited, nonexclusive, nontransferable license to use the Software with the Appliance, and for no other purpose. Microsoft reserves all other rights. This license does not give Customer any right to, and Customer may not: (i) use or virtualize features of the Software separately from the Appliance; (ii) publish, copy, rent, lease or lend the Software; (iii) work around any technical restrictions in the Software or restrictions in the Appliance documentation (if any); (iv) separate and run parts of the Software on more than one device; (v) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (vi) reverse engineer, decompile, or disassemble the Software, or attempt to do so, except if applicable law permit this even when these terms do not and, in that case, Customer may do so only as the law allows. Subject to the foregoing limitations, Customer's use of the Software is subject to the software license terms presented to or otherwise made available to Customer in connection with the Appliance, and also includes without limitation, any separate license terms for any separate modules or agents to run additional Azure services on or in connection with the Appliance. If there is a conflict between these Additional Terms and any separate license terms for any separate modules or agents used in connection with the Appliance, the separate license terms for those modules or agents shall govern and control for the use of such modules or agents.

Restrictions on Benchmarking

Customer may not use the Software for comparisons or "benchmarking," except for Customer's internal purposes, nor publish or disclose the results thereof.

Activation/Consent for Internet-based Services

If activation of the Software is necessary, activation associates the use of the Software with a specific device. During activation and subsequent use of the device, the Software may send information about the Software and device to Microsoft, as described in the Documentation. Microsoft uses this telemetry to make the Internet-based services available to Customer. By using the Appliance and Software, Customer consents to the transmission of this information to Microsoft.

Software Updates

Microsoft may make Software updates available for the Appliance. If updates are made available, the updates from Microsoft will be licensed by Microsoft and any third-party updates will be licensed by the applicable third party. In order to continue to receive Appliance support, Customer agrees that it will stay current with applicable updates by downloading and applying the most recent updates in compliance with Microsoft's published or provided policy.

Delivery, Deployment, and Use of the Appliance

- **Delivery.** The Service and the Appliance are offered as a Microsoft first party service under these Additional Terms and the Azure Service Agreement and Terms, and by which Microsoft will deliver the Appliance to Customer's specified location ("Customer Specified Location"), subject to Service and Appliance availability.
- **Deployment.** Microsoft will initiate and complete the deployment of the Appliance at the Customer Specified Location, which can typically take up to fifteen (15) days.
- **Use.** As part of the Service, Microsoft allows Customer to use the Appliance for as long as the Customer has an active subscription to the Service, which use includes but is not limited to, use of the hardware, hardware support, and basic software infrastructure services (e.g., storage, compute, including virtual machines and containers). As part of the deployment and use of the Service and the Appliance, Customer agrees to provide assigned resources at the level reasonably requested by Microsoft to address pre-requisite activities, information, items for deployment, and ongoing management.
- **Optional Services.** Customer may use and subscribe to additional, optional services in connection with the Service and Appliance that will be subject to a separate fee or subscription.

Title and Risk of Loss; Shipment and Return Responsibilities

Title and Risk of Loss

All right, title and interest in each Appliance is and shall remain the property of Microsoft, and except as expressly set forth in these Additional Terms, no rights are granted to any Appliance (including under any patent, copyright, trade secret, trademark or other proprietary rights). Customer will compensate Microsoft for any loss, damage or destruction to or of any Appliance while it is at any of Customer's locations or in the circumstances described in Section "Responsibilities if a Government Customer Moves the Appliance between Customer's Locations," with the exception of expected wear and tear, which includes minor damage (e.g., dings and dents) that do not compromise the structure or functionality of the Appliance. Customer is responsible for inspecting the Appliance upon receipt from the carrier and for promptly reporting any damages to Microsoft Support at adbeops@microsoft.com. Customer is responsible for the entire risk of loss of, or any damage (other than expected wear and tear) to, the Appliance once it has been delivered by the carrier to Customer's designated address until the Microsoft-designated carrier accepts the Appliance for return delivery.

Microsoft may charge Customer a lost device fee for the Appliance (i) if the Appliance is lost or materially damaged while it is Customer's responsibility as described in the previous sentence, or (ii) if Customer does not return the Appliance to the Microsoft-designated carrier for return or Microsoft pursuant to Section "Shipment and Return of the Appliance" below, within 30 days from the end of Customer's use of the Service. Microsoft reserves the right to change the fee charged for lost or damaged devices, including but not limited to, by charging different amounts for different device form factors.

Shipment and Return of the Appliance

Customer will be responsible for a one-time, per Appliance metered shipping fee for shipping costs and return logistics ("Logistics Fee"), in addition to any taxes, or applicable customs fees. The Logistics Fee includes shipping, setup, refurbishment, data destruction, and coverage for loss of the Appliance in transit. When returning an Appliance to Microsoft, Customer agrees to package and ship the Appliance in accordance with Microsoft's instructions, including the use of a carrier designated by Microsoft and the packaging materials provided by Microsoft. Customer is responsible to remove Customer's data from the Appliance prior to returning it to Microsoft, and follow any Microsoft issued processes for wiping or clearing the Appliance.

Disposition at End of Life

Notwithstanding the foregoing, if Microsoft in its sole discretion determines that the Appliance as part of the Service has reached or exceeded its useful lifespan while it is in the possession of Customer, then Microsoft has the right and ability to change the Appliance or any components thereof. Customer agrees to provide Microsoft with limited access to Customer Specified Location and the Appliance for this purpose. Microsoft will discuss logistics and timing of activities related to this change-out of the Appliance or Appliance components with Customer.

Retention of Hardware Components Option

Microsoft may provide Customer with separate fee options to retain specified Appliance components (e.g., hard drives) for destruction by Customer or have Microsoft dispose of said components at the end of the Term or Appliance decommissioning.

Responsibilities if a Government Customer Moves the Appliance between Customer's Locations

If a government Customer is using an Appliance during the government Customer's use of the Service, the government Customer only may, at government Customer's sole risk and expense, transport the Appliance to government Customer's different locations to upload government Customer's data in accordance with Section "Use of the Appliance and Software" above. Subject to Section "Export Control Laws", government Customer is responsible for obtaining at government Customer's own risk and expense any export license, import license and other official authorization for the exportation and importation of the Appliance and associated Software and government Customer's data to any such different location of government Customers. Government Customer is also solely responsible for customs clearance at any such different location of government Customer's, and government Customer will bear all duties, taxes and other official charges payable upon importation as well as any and all costs and risks of carrying out customs formalities in a timely manner. Government Customer agrees to comply with and be responsible for all applicable import, export and general trade laws and regulations should government Customer decide to transport the Appliance beyond the country border in which Customer receives the Appliance. Notwithstanding the foregoing, if government Customer transports the Appliance to a different location as set forth in this Section, government Customer agrees to cause the Appliance to return to the country location where Customer received it initially, prior to returning the Appliance to Microsoft or a government Customer Specified Location. Government Customer acknowledge that there are inherent risks in shipping data on and in connection with the Appliance, and that Microsoft will have no liability to government Customer for any damage, theft, or loss occurring to an Appliance or any data stored on one, including without limitation in transit. It is Customer's responsibility to obtain the appropriate support agreement from Microsoft in order to meet government Customer's operating objectives for the Appliance; however, depending on the location to which government Customer intends to move the Appliance, Microsoft's ability to provide hardware servicing and support may be delayed, or may not be available.

Non-government Customers shall not transport an Azure Stack Hub Ruggedized device or Azure Stack Hub Datacenter device to a country different from the one to which it was delivered by Microsoft.

Fees

Microsoft will charge Customer specified fees in connection with Customer's use of the Appliance as part of the Service, with the current schedule of fees as provided by Microsoft. For clarity, Customer may use other Azure services in connection with Customer's use of the Service, and Microsoft deems such services as separate and additional services subject to separate subscription or metered fees and costs, as those additional services are installed on the Appliance. By way of example only, Azure Storage, Azure Compute, and Azure IoT Hub are separate Azure services, and if used (even in connection with its use of the Service), separate Azure metered services will apply.

Survival

Sections Azure Services Terms, Software, Survival, Disclaimer of Warranty, Privacy Terms and Export Control Laws will survive expiration or termination of these Additional Terms.

Disclaimer of Warranty

THE APPLIANCE AND ANY ASSISTANCE BY MICROSOFT PROVIDED PURSUANT TO THESE ADDITIONAL TERMS IS PROVIDED "AS-IS." CUSTOMER BEARS THE RISK OF USING THEM. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. CUSTOMER MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS WHICH THESE ADDITIONAL TERMS CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER CUSTOMER'S LOCAL LAWS, MICROSOFT EXCLUDES ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Hardware Updates; Support

Hardware Updates

Microsoft is not required to provide Customer with any new Appliance releases, enhancements, or updates for the Appliance. If Microsoft opts to do so, such new releases, enhancements, or updates ("Hardware Updates") will be subject to the terms of these Additional Terms. Customer agrees to provide limited access to the Customer Specified Location for the purpose of applying new hardware components or the Appliance itself.

Support

As part of the subscription to the Service, Microsoft will provide a baseline level of support for the Service and Appliance. Customer will also enroll in the Microsoft Premier Support plan.

Maintenance

Customer agrees that it will not allow anyone to access, repair, or otherwise maintain the Appliance at the Customer Specified Location other than Microsoft or its designees upon request, except for an emergency situation such as fire or imminent personal injury.

Privacy Terms

- **Privacy.** The Microsoft Privacy Statement (<http://www.microsoft.com/privacystatement/OnlineServices/Default.aspx>) applies to the Service and the Appliance under these Additional Terms.
- **Terms.** Customer agrees to comply with all data protection laws that apply to Customer's use of the Service, its handling of data with the Appliance or in Azure, or if government Customer moves the Appliance as described in the "Responsibilities if a Government Customer Moves an Appliance between Customer's Locations" section above.
- **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <http://go.microsoft.com/?linkid=9840733>.

Applicability of Service Level Agreement

Service level agreements that apply to specified Azure services listed in the Service Level Agreement for Microsoft Online Services do not apply to the Service or the Appliance, since Customer is running the Service and Appliance locally, where customer controls and has responsibility for the physical environment.

Professional Services

Customer's right to use Professional Services are subject to these Product Terms. If, however, Professional Services are provided pursuant to a separate agreement, then the terms of that separate agreement will apply to those Professional Services. In the event of a conflict between these Product Terms and any separate agreement, the most current terms or agreement governing the Professional Services will control. If Customer's volume licensing agreement is a Microsoft Business Agreement version dated prior to September 2007 or otherwise does not include terms for Professional Services, and Customer has not signed any other master-level Microsoft Services agreement, these Product Terms will apply to any Professional Services purchased and used by Customer.

Data protection and security terms for Professional Services Data are in the DPA. When used in the sections listed below, the defined term "Professional Services" includes Supplemental Professional Services, and the defined term "Professional Services Data" includes data obtained for Supplemental Professional Services.

Warranties; Obligations of the Parties

Microsoft warrants that it will perform the Professional Services with professional care and skill. If Microsoft fails to do so and Customer notifies Microsoft of such performance failure within 90 days of the date of performance, then Microsoft will either re-perform the Professional Services or return the price Customer paid for them. The foregoing is Customer's sole remedy for breach of the Professional Services warranty. Notwithstanding the foregoing, **Services Deliverables that are provided without charge are provided "AS-IS," WITHOUT ANY WARRANTY. Except for the limited warranty above, Microsoft provides no warranties or conditions and disclaims any other express, implied or statutory warranties, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

Customer will perform its applicable responsibilities and obligations to support Microsoft's performance of the Professional Services. Customer is solely responsible for testing, deploying, maintaining and supporting Services Deliverables that are provided or recommended without charge by Microsoft.

Acceptable Use Policy

Customer must not (and is not licensed to) use the Services Deliverables:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others; or
- in any application or situation where use of the Services Deliverables could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance with the High Risk Use section below.

High Risk Use

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

Limitation of Liability

To the extent permitted by applicable law, each party's total liability for all claims relating to Professional Services will be limited to the amounts Customer was required to pay for the Professional Services or the limitation of liability for the Online Service with which the Professional Services are offered, whichever is greater. For Professional Services and Services Deliverables provided free of charge and Services Deliverables that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000. **In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, including loss of use, loss of profits, or interruption of business, however caused or on any theory of liability in relation to the Professional Services or Services Deliverables. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability limited to Customer Data and Professional Services Data, which remain subject to the limitations and exclusions above); or (2) violation of the other party's intellectual property rights.**

Use, Ownership, and License Rights

Fixes

"Fixes" are Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs) or that Microsoft provides to Customer to address a specific issue. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply.

Pre-Existing Work

"Pre-Existing Work" means any computer code or non-code based written materials developed or otherwise obtained independent of the Professional Services or Customer's volume licensing agreement. All rights in Pre-Existing Work shall remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services. If Customer chooses to disclose its source code to Microsoft during a Professional Services engagement, then prior to such disclosure, Customer will remove any third-party source code that Customer is prohibited from disclosing.

Services Deliverables License

Upon payment in full for fee based Professional Services, otherwise upon delivery, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use, and modify the Services Deliverables solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to and in accordance with these Product Terms, the terms and conditions in Customer's volume licensing agreement and any agreed statement of services. Some Services Deliverables and third-party content may be provided under a separate license, such as an open source license. In the event of a conflict between these Product Terms and any separate license, the separate license will prevail with respect to the Services Deliverables or third-party content that is the subject of such separate license. Each party reserves all rights (and no one receives any rights) not expressly granted by the foregoing licenses.

Retained Rights

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in these terms. No rights will be granted or implied by waiver or

estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

License Restrictions

Customer must not (and is not licensed to) (1) reverse engineer, decompile, disassemble or work around any technical limitations in any Product, Fix, or Services Deliverable except to the extent that applicable law doesn't allow this restriction, (2) install or use non-Microsoft technology in a way that would subject Microsoft's intellectual property or technology to any other license terms, or (3) work around any technical limitations in a Product, Fix, or Services Deliverable or restrictions in Product Documentation. Except as expressly permitted in Customer's separate agreement and any agreed statement of services or separate license, or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately, or (2) distribute, sublicense, rent, lease, lend, sell, offer for sale or otherwise make available any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Feedback

"Feedback" means expertise and knowledge, including industry knowhow, as well as comments, input and suggestions regarding the Services Deliverables, Professional Services and the products, technologies, services, or any components of the foregoing, whether pre-release or commercially released, of either Microsoft or Customer. Neither Microsoft nor Customer are required to provide Feedback to the other in connection with Professional Services, but if a party in its sole discretion does provide Feedback, both parties agree that the receiving party should be free to use such Feedback without obligation. Accordingly, to the extent that the party providing Feedback owns or controls copyrights or trade secrets covering such Feedback, that party grants to the receiving party and its Affiliates a worldwide, non-exclusive, perpetual, irrevocable and royalty-free license in such intellectual property to: (1) to make, use, modify, distribute, create derivative works and otherwise commercialize the Feedback as part of Microsoft's or Customer's products, technologies, services or any of their components, including without limitation pre-release and commercially released versions of such offerings; and (2) sublicense to third parties the foregoing rights, including the right to grant further sublicenses. Neither party will provide any Feedback subject to any terms that would impose any obligation on or require attribution by the receiving party. Any party receiving Feedback further acknowledges that (1) it has sole and absolute discretion regarding whether it implements such Feedback; (2) it shall base its offerings and marketing plans solely on its own independent research and analysis; and (3) it assumes all risks associated with any implementation of such Feedback.

Non-Microsoft Technology

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Online Services, Fixes, or Services Deliverables, including without limitation when Customer asks Microsoft to use or modify such third-party content.

Use of Technical Information from Professional Services

Microsoft may use any technical information it derives from providing Professional Services for problem resolution, troubleshooting, product functionality enhancements, in Fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's confidential information as part of such use.

Affiliates' Rights

Customer may sublicense the rights to use Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with the terms of these Professional Services terms and Customer's volume licensing agreement.

Government Customers

If Customer is a government entity, then the following terms apply to any Professional Services provided at no charge to Customer. Microsoft waives any and all entitlement to compensation from Customer for the Professional Services. In compliance with applicable laws and regulations, Microsoft and Customer acknowledge that the Professional Services are for the sole benefit and use of Customer and not provided for the personal use or benefit of any individual government employee.

Availability

Described below are some of the Professional Services that are available for purchase through Microsoft Volume Licensing. Additional Professional Services may be available and will be described in Customer's Enterprise Services Work Order or other applicable Statement of Services.

Microsoft Support Services

Microsoft Support Services are a set of comprehensive enterprise support services. Microsoft Unified or Premier Support, including Enhanced Services and Solutions, are available for purchase through Microsoft Volume Licensing.

Microsoft Unified Support

Unified Support services are sold in packages and described in the applicable services description document.

- Unified Advanced and Performance support services are delivered as described in the Support & Consulting Services Description ("SCSD") located at <https://www.microsoft.com/en-us/microsoftservices/support-consulting-services-description>.
- Unified Enterprise support services are delivered as described in the Unified Enterprise Support Services Description ("USSD") located at <https://www.microsoft.com/unified-support-services-description>.

Microsoft Premier Support

Premier Support services are sold in packages as described in the Enterprise Services Description of Services ("Description of Services"), located at <https://www.microsoft.com/en-us/microsoftservices/description-of-services>.

Microsoft Enhanced Services and Solutions for Premier and Unified Support

In addition to the services provided as part of the Unified Support packages and Premier packages, the following optional Enhanced Services and Solutions may be purchased. Enhanced Services and Solutions are available for an additional fee.

- Designated Support Engineering ("DSE"): DSE services are delivered as described in the applicable services description (SCSD or USSD).
- Rapid Response services are delivered as described in the applicable services description (SCSD or USSD).
- For Unified Support only - Microsoft Azure Event Management ("AEM") services are delivered as described in the USSD.
- For Unified Support only - Office 365 Engineering Direct services are delivered as described in the USSD.
- Developer Support services are delivered as described in the applicable services description (SCSD or USSD).
- For Unified Support only - Support for Mission Critical services are delivered as described in the USSD.

Microsoft Support Services Business Rules

Reference the applicable services description (SCSD or USSD) for applicable rules and limitations for the support services being purchased, in addition to the following:

- Support Services are provided in the country in which the VL agreement is signed.
- Contact Microsoft for the purchase of any additional Unified or Premier Support services that are not available for purchase through Microsoft Volume Licensing.

Microsoft Digital Advisory Services Offerings

The Digital Advisory Service offerings are only available for US Federal customers. The Digital Advisory Services offerings contain the following components which will be provided for each year of the Customer's Volume Licensing Agreement:

Area	Digital Advisory Connect	Digital Advisory Foundation	Digital Advisory Portfolio
SKU Product Family	9TH-xxxx	BA3-xxxx	9RO-xxxx
Service Delivery	Up to 400 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Digital Advisor and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)	Specific services provided may change over time.		
Digital Advisory Network	Specific services provided may change over time.		
Digital Advisory Services Library	Specific services provided may change over time.		
Digital Advisory Capacity (SKU Product Family: 9RS-xxxx)	200 hours of Digital Advisor (can be added to any engagement)		

Digital Advisory Service Modules

The Digital Advisory engagement includes one or more Digital Advisory service modules, as documented in the Service Delivery Plan.

Services Out of Scope

The Professional Services in a Digital Advisory engagement do not include problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described in a Services Delivery Plan. For any non-Microsoft source code, Microsoft's Professional Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

Customer Responsibilities

Customer agrees to cooperate with Microsoft as part of the Digital Advisory engagement, including but not limited to making Customer's representatives, IT staff, and resources available to Microsoft, providing accurate and complete information, and timely completing responsibilities assigned to Customer by Microsoft. Onsite visits of Microsoft resources must be mutually agreed, and Customer is responsible for reasonable travel and living expenses, as determined by the Digital Advisor.

Microsoft Viva Glint Professional Services Offerings

Definitions

Qualified Customers means Customers that had an active subscription for Legacy Glint Services within 120 calendar days prior to purchasing Viva Glint.

Eligible Users means users who have an active license for Viva Glint Professional Services.

Legacy Glint Services means Glint Engage, Glint Engage and Lifecycle, and Glint People Success as set forth in Customer's most recently active LinkedIn Order Form(s) as defined at <https://www.linkedin.com/legal/l/lisa>.

Entitlement Term means the period from Eligible Customer's purchase of Viva Glint Professional Services until the earliest of 1) expiration of Eligible Customer's Viva Glint Professional Services enrollment; 2) migration of Eligible Customer's data from Legacy Glint Services to Viva Glint; 3) the date that Qualified Customer declines migration of its data from Legacy Glint Services to Viva Glint; or 4) termination of Eligible Customer's Viva Glint enrollment, Viva Glint Professional Services enrollment, or volume licensing agreement.

Purchasing Minimums

Viva Glint Professional Services are only available for purchase by Qualified Customers who have purchased the Minimum QTY of Base Licenses set forth in the table below.

Viva Glint Professional Services	Minimum QTY	Base Licenses
Glint Customer Success Platinum Administration	40,000	Viva Glint (standalone or suite)
Glint People Science Essentials	1,000	Viva Glint (standalone or suite)
Glint People Science Premium	5,000	Viva Glint (standalone or suite)

Reduction Eligibility

Customers can report a reduction in licenses for Viva Glint Professional Services.

Legacy Glint Entitlement

Purchase of certain Viva Glint Professional Services entitles Qualified Customers to give Eligible Users access to the equivalent Legacy Glint People Science Services (as set forth in the table below) during the Entitlement Term.

Customer's access to and use of Legacy Glint Services are governed by the terms set forth in Customer's most recently active LinkedIn Order Form(s) for Legacy Glint Services. No Microsoft terms, including without limitation the Microsoft Product Terms, DPA, or any agreements between Customer and Microsoft shall apply to Legacy Glint Services.

Viva Glint Professional Services	Legacy Glint People Science Services
Glint People Science Essentials	Glint PS Thought Partnership (C_PS-THGT-PARTNER; Product Id 5069185)

Viva Glint Professional Services	Legacy Glint People Science Services
Glint People Science Premium	Glint PS Glint Led (C_PS-GL-LED; Product Id 5069165)
Glint Customer Success Platinum Administration	Glint PS Platinum Admin (C_PS-GL-PLATADMIN; Product Id 5069175)

Purchasing & Renewing Software Assurance

Purchasing Software Assurance

There are three different levels of commitment Customer may select when purchasing SA, which may vary by program. Customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM).
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

Customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), within 90 days from the date of purchase as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Pool	Full Packaged Products	OEM	Programs
Application Pool	N/A	SA available only as outlined below	Applies to Open License, MPSA, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Server Pool	SA available	SA available	

Customers who acquire Microsoft Office Professional 2016 or 2019 from an OEM may acquire SA for Microsoft Office Standard in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase.

Customers who acquire SQL Server 2017 from an OEM prior to March 31, 2020 may acquire Software Assurance for SQL Server within 90 days of the OEM purchase.

Enterprise Agreement customers who transitioned to an Online Service or who purchased a From SA subscription License in lieu of renewing SA may reattach SA to a License at anniversary or renewal without purchasing a new License. SA must be ordered for that License for the remainder of the enrollment term. SA coverage may not exceed the quantity of perpetual Licenses for which SA was current at the time of any prior transition or renewal and may not be reattached to transferred Licenses.

Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained Customer's volume licensing agreements. Customers may renew SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License

SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, Customer must submit a renewal order for SA within 90 days after their authorization number expiration date.

Enterprise Agreement

To renew SA coverage under the same enrollment under an Enterprise Agreement, Customer must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform

EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement

Customer may renew SA for any Product if Customer has obtained a perpetual License and SA for that Product under a previous agreement in the same Volume Licensing Program, provided that 1) Customer's new agreement enrollment, or order (for MPSA) must be effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order must be placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, Customers have 90 days from the expiration to place the order.

Customer may also renew SA from one Volume Licensing program into a different Volume Licensing Program. For Enterprise Products originally purchased under a program with a company-wide coverage requirement, this exception applies only if the customer is renewing SA into the MPSA or a program with a company-wide coverage requirement for Enterprise Products. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs

Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE Client MLs

Customers renewing SA for client MLs can switch between User and OSE.

Software Assurance Benefits

Purchasing & Renewing Software Assurance

For information about purchasing and renewing Software Assurance, see "[Purchasing & Renewing Software Assurance](#)".

Software Assurance Benefits

Most SA Benefits are available across each Product Pool, as described in the table below. Active SA for any qualifying Product qualifies Customer for the benefits shown in the table below. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally Customer's actual dollars spent, but is an approximation of what Customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment, Select Plus registration or Open agreement (For example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars Customer has spent licensing those Products under its enrollment or agreement. Software Assurance Membership ("SAM") is required for some benefits. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below or in the Product Entries. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language.

Benefits	Applications Pool	Systems Pool	Server Pool
New Version Rights	X	X	X
Office for the web, Office Online Server	X		
Enterprise Source Licensing Program		X	
Enterprise Sideload		X	

Benefits	Applications Pool	Systems Pool	Server Pool
Microsoft Desktop Optimization Pack (MDOP)		X	
Windows Virtual Desktop Access (VDA)		X	
Workplace Discount Program	X		
Microsoft Dynamics CustomerSource			X
Step-Up License	X		X
Servers - Disaster Recovery Rights			X
License Mobility			X
Servers - Self Hosted Applications			X
Windows SA per User Add-on Purchase Rights		X	
Virtualization Rights for Windows and Windows Embedded Desktops		X	

New Version Rights

Customer may upgrade to the latest version of an available Product. If Customer acquires perpetual Licenses through SA, it may deploy new version upgrades for those Licenses after SA coverage has expired, but only to versions released during the active SA coverage. Use of the new version is subject to the License Terms for that version.

Office for the web services and Office Online Server

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

Qualifying Desktop Application	Office Online rights
Office Standard	Office for the web Office Online Server
Office Professional Plus	
Office for Mac Standard	

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

Planning Services

Planning Services have been retired from SA benefits on February 1st, 2021.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to access to Microsoft Windows source code for internal development and support. Academic programs are eligible for the Microsoft Research Source Licensing Program.

Training Vouchers

Training Vouchers have been retired from SA benefits on February 1st, 2021.

Microsoft Workplace Discount Program

The Microsoft Workplace Discount Program provides Customer's employees the right to acquire Microsoft products or services made available through the Microsoft Workplace Discount Program website(s). Customer's employees may choose to purchase from either the Online Services or Software option.

Online Services

The threshold requirement for participation in the Microsoft Workplace Discount Program, for purchase of Online Services, is waived for Customers with SAM coverage for the Application pool. Customer's employees may acquire a single subscription of either Microsoft 365 Family or Microsoft 365 Personal through the Workplace Discount Program website.

Microsoft 365 Family or Microsoft 365 Personal subscriptions acquired through the Microsoft Workplace Discount Program website may currently be renewed at the then current Microsoft Workplace Discount Program price regardless of employment or Customer's SAM coverage status.

Software

Customer's employees, who are users of the licensed qualifying desktop applications identified in the table below may acquire a single License for the corresponding Workplace Discount Program software, to be installed on one device (either a PC or a Mac, specific to the software that is purchased). Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

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

Qualifying Desktop Application	Corresponding Workplace Discount Program License
Visio Standard 2016/2019/2021	Visio Professional 2021 HUP
Visio Professional 2016/2019/2021	
Project Standard 2016/2019/2021	Project Professional 2021 HUP
Project Professional 2016/2019/2021	

The terms of use for products and services acquired through the Workplace Discount Program software are between Microsoft and Customer's employee and are accessed through the Microsoft Workplace Discount Program website(s).

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

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

For more information on the Microsoft Workplace Discount Program, refer to <http://www.microsoft.com/licensing> or <https://aka.ms/workplacediscountprogram>.

Step-Up License Availability

The Step-Up License must be acquired, and is valid only when acquired, under the same volume licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was acquired. Customer's right to the use of software under a Step-Up License is conditioned on their having and retaining a License for the qualifying product. Customers' perpetual rights under the Step-Up License supersede and replace the underlying License for the qualifying product. For more details, refer to the Licensing Brief: Microsoft Step-Up Licenses (<https://aka.ms/licensingbrief-stepups>).

Step Up From	Step Up To
BizTalk Server Branch	BizTalk Server Standard
BizTalk Server Branch	BizTalk Server Enterprise
BizTalk Server Standard	BizTalk Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Core CAL	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Sales On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Customer Service On-premises CAL
Microsoft Dynamics 365 Team Members On-premises CAL	Microsoft Dynamics 365 Operations Activity On-premises CAL
Microsoft Dynamics 365 Operations Activity On-premises CAL	Microsoft Dynamics 365 Operations On-premises CAL
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Project Standard	Project Professional
SQL Server Standard Core	SQL Server Enterprise Core
System Center Standard	System Center Datacenter
Visio Standard	Visio Professional

Step Up From	Step Up To
Visual Studio Professional Subscription	Visual Studio Enterprise Subscription
Visual Studio Test Professional Subscription	Visual Studio Enterprise Subscription
Windows Server Standard	Windows Server Datacenter

Servers – Disaster Recovery Rights

For each Instance of eligible server software Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, it may temporarily run a backup Instance in a Physical OSE or Virtual OSE on either, another one of its Servers dedicated to disaster recovery, or, for Instances of eligible software other than Windows Server, on Microsoft Azure Services, provided the backup Instance is managed by Azure Site Recovery to Azure. The License Terms for the software and the following limitations apply to Customer's use of the backup Instance. Any dedicated Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the [Outsourcing Software Management](#) clause.

Permitted Use of Backup Instances

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

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

Using the Azure Hybrid Benefit for Disaster Recovery

Customer optionally may use Windows Server under the Azure Hybrid Benefit for backup Instances run and managed on Microsoft Azure Services using Azure Site Recovery. In this case, notwithstanding anything to the contrary in the Microsoft Azure License Terms governing Azure Hybrid Benefit, Customer will be permitted to concurrently deploy the same Windows Server Standard Licenses on Microsoft Azure Services under Azure Hybrid Benefit for purposes of testing and during recovery (as described in "Permitted Use of Backup Instances" above) and on the Licensed Servers running the corresponding production workloads. Furthermore, Customer may resume running the same production workloads on the Licensed Servers as contemplated in this Disaster Recovery Rights provision, notwithstanding any limitations on License reassignment.

Requirements for Disaster Recovery Use

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

- The OSE on the disaster recovery Server must not be running at any other times except as above.
- The OSE on the disaster recovery Server may not be in the same cluster as the production Server.
- Use of the software backup Instance should comply with the License Terms for the software.
- Once the disaster recovery process is complete and the production Server is recovered, the backup Instance must not be running at any other times except those times allowed here.
- Maintain SA coverage for all CALs, External Connector licenses and Server Management Licenses under which it accesses the backup instance and manage the OSEs in which that software runs.
- Customer's right to run the backup Instances ends when Customer's Software Assurance coverage ends.

Additional Permitted Use of Windows Server

Other than backup instances run on Microsoft Azure Services, Windows Server License is not required for the disaster recovery Server if the following conditions are met:

- The Hyper-V role within Windows Server is used to replicate Virtual OSEs from the production Server at a primary site to a disaster recovery Server.
- The disaster recovery Server may be used only to:
 - run hardware virtualization software,
 - such as Hyper-V, provide hardware virtualization services,
 - run software agents to manage the hardware virtualization software,
 - serve as a destination for replication, receive replicated Virtual OSEs, test failover, await failover of the Virtual OSEs, and
 - run disaster recovery workloads as described above.

- The disaster recovery Server may not be used as a production Server.

License Mobility

License Mobility Across Server Farms

Under License Mobility Across Server Farms, Customer may reassign any of its Licenses which are designated as having License Mobility and for which it has SA to any of its Licensed Servers located within the same Server Farm as often as needed. Customer may also reassign these Licenses from one Server Farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment). Products used for Self-Hosting may be used at the same time under License Mobility Across Server Farms rights.

License Mobility through Software Assurance

Under License Mobility Through Software Assurance (SA), Customer may move its licensed software to shared servers under any of its Licenses which are designated as having License Mobility for which it has SA, subject to the requirements below. Products used for Self-Hosting may be used at the same time under License Mobility through SA rights, subject to the limitations of the Self-Hosting License Terms.

Permitted Use:

With License Mobility through SA, Customer may:

- Run its licensed software on shared servers;
- Access that software under access licenses and for which it has SA, and under its User and Device SLs that permit access to the Products;
- Manage its OSEs that it uses on shared servers; and/or
- Manage its OSEs that it uses on its servers using software that it runs on shared servers.

Requirements:

To use License Mobility through SA, Customer must:

- Run its licensed software and manage its OSEs on shared servers under the terms of its volume licensing agreement;
- Deploy its Licenses only with Microsoft Azure Services or qualified License Mobility through Software Assurance Partner; and
- Complete and submit the License Mobility verification form with each License Mobility through Software Assurance Partner who will run its licensed software on their shared servers.

Customer may move its licensed software from shared servers back to its Licensed Servers or to another party's shared servers, but not on a short term basis (not within 90 days of the last assignment). Customer may also move Instances run or OSEs managed under a particular License from shared servers in one Server Farm to its shared servers in another Server Farm, but not on a short-term basis (not within 90 days of the last assignment). OSEs managed under the same License must be in the same Server Farm. Customer agrees that it will be responsible for third parties' actions with regard to software deployed and managed on its behalf. Except as provided below, the License Terms applicable to the Product together with the License Mobility through SA terms govern its use. The License Mobility through SA terms supersede any conflicting License terms for a Product when License Mobility through SA is used. License Mobility through SA rights also apply to Listed Providers' Servers that are dedicated to Customer's use, subject to these same terms and conditions. Some Products, as outlined below, have different use rights for shared servers under License Mobility through SA:

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

License Model	Product/Product Type	License	Permitted Number of: OSEs or Cores per License
Management Servers	System Center 2022 Standard	Every 16 Management Licenses with active SA coverage	2 Managed OSEs per Licensed Server
Management Servers	System Center 2022 Datacenter	Every 16 Management Licenses with active SA coverage	10 Managed OSEs per Licensed Server

Fail-over Rights

For SQL Server Instances run under License Mobility through SA rights, Customer may run passive fail-over Instances in one OSE on the qualifying shared servers in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of licenses required to run the corresponding production Instances on the same partner's shared servers.

Servers - Self Hosted Applications

Self-Hosted Applications means those Products for which Self-Hosted rights apply.

Despite any terms to the contrary in Customer's volume licensing agreement including the Product Terms, Customer may run licensed copies of Self-Hosted Applications that interact directly or indirectly with its software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below.

Requirements

Customer must have the required Microsoft Licenses and SA for:

- the Self-Hosted Applications run as part of the Unified Solution; and
- all access Licenses used to make the Unified Solution available to External Users.

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

- licensed through a Volume Licensing program; and
- eligible for Self Hosting under these License Terms.

Any Server used for these purposes, that is under the management or control of an entity other than Customer or one of its Affiliates, is subject to the Outsourcing Software Management clause. Customer may also use License Mobility in conjunction with Self Hosted Applications.

Customer's software must:

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

All use of the Self-Hosted Applications remains governed by the License Terms for those products. Customer may not transfer Licenses acquired under its volume licensing agreement except as permitted in that agreement.

Extended Security Updates

Customer may purchase Extended Security Updates ("ESU") coverage for Licenses with SA coverage and equivalent Subscription Licenses.

License Requirements

ESU Coverage is required for each core or server License assigned to the Licensed Server or OSE if using License Mobility, subject to the same license minimums. ESU coverage is not required (nor available) for CALs or External Connector Licenses; however, Customer must have active SA (or equivalent Subscription Licenses) for CALs and External Connector Licenses permitting access to Servers with active ESU coverage.

Coverage Eligibility

For any given Server, Customer may acquire ESU coverage for years two and three of the offering only if Customer also acquired coverage for the preceding year. ESU coverage is not required to be co-terminus with SA coverage or SA equivalent Subscription Licenses; however, Customer must have a minimum of one month of qualifying SA coverage or Subscription License term remaining at the beginning of the actual coverage period for each year of ESU coverage purchased (i.e., during year one, year two or year three).

Use of Updated Software

Except as follows, server software that is updated through ESU coverage may be used only under licenses that have ESU coverage.

1. Customer may continue to use updated software after coverage expires, but only under licenses to which coverage applied.
2. Customer may apply updates provided under their ESU coverage to software Customer licenses and uses solely for development, test and related purposes under corresponding Developer edition licenses or Visual Studio subscriptions.
3. Customer may use updated software under licensed SQL Server, Windows Server, and Windows 7 workloads running on Azure Stack.

Covering Hosted Workloads

Customer may also purchase ESU coverage for workloads running on Authorized Services Providers' servers under License Included offerings. "Authorized Services Providers" means services providers listed at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx>. "License Included" means Customer is licensing Windows Server or SQL Server through the Authorized Services Provider, and is not bringing its own licenses (e.g., BYOL). Customer must acquire ESU licenses for all of the Virtual Cores in a Virtual OSE subject to a minimum of 8 (eight) for Windows Server and 4 (four) for SQL Server.

Azure Stack Workloads

Customer may have access to ESUs for its licensed SQL Server, Windows Server, and Window 7 workloads running on Azure Stack. The requirements to purchase ESU coverage and to access updated server workloads only under CALs with SA coverage are waived solely with respect to SQL Server, Windows Server, and Windows 7 Instances Customer is running on Azure Stack.

Notices

Where indicated in the Use Rights or Service Specific Terms section of each Product entry, the following notices apply:

Notice about Internet-based Features

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

Notice about Malware protection

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

Notice about H.265/HEVC Video Standard

The software may include H.265/HEVC coding technology. Access Advance LLC requires this notice:

IF INCLUDED, THE H.265/HEVC TECHNOLOGY IN THIS SOFTWARE IS COVERED BY ONE OR MORE CLAIMS OF THE HEVC PATENTS LISTED AT: PATENTLIST.ACCESSADVANCE.COM. DEPENDING ON HOW YOU OTBTAINED THE SOFTWARE, THIS PRODUCT MAY BE LICENSED UNDER THE HEVC ADVANCE PATENT PORTFOLIO.

If this software is installed on a Microsoft device, additional licensing information can be found at: <https://www.aka.ms/HEVCVirtualPatentMarking>.

Notice about Azure Media Services H.265/HEVC Encoding

Customer must obtain its own patent license(s) from any third party H.265/HEVC patent pools or rights holders before using Azure Media Services to encode or decode H.265/HEVC media.

Notice about Adobe Flash Player

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

Notice about Communication Services

Certain Online Services provide services for voice and text communications ("Communication Services"). These Communication Services are provided by Microsoft through the Microsoft Affiliate or other service provider authorized to administer them. Pricing for Communication Services may include applicable taxes and fees. Communication Services terms may vary from country to country. All included taxes, fees and terms for Communication Services are disclosed in the terms of use available on the Volume Licensing site at <https://aka.ms/CommunicationServicesTerms>. If an Online Service enables you to access voice and text communication features provided by third parties those services are provided under separate terms directly between you and the third party. Microsoft is not the provider of, and does not manage billing or support for, any such third-party communication services.

Notice about H.264/AVC Video Standard and VC-1 Video Standard

This software may include H.264/AVC and VC-1, compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, AND THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE (VIDEO STANDARDS) AND/OR (ii) DECODE H.264/AVC, VC-1 THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. REFER TO www.mpegla.com.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content compliant with the VIDEO STANDARDS technologies for distribution to third parties.

Notice about NVIDIA Components

The software may include components of NVIDIA Corporation's CUDA Toolkit, NVIDIA drivers, CUDA Deep Neural Network Library (cuDNN), NVIDIA Collective Communications Library (NCCL), and NVIDIA TensorRT ("NVIDIA Components"). Customer agrees that its use NVIDIA Components in the software is governed by the following NVIDIA license terms, as applicable: for NVIDIA CUDA Toolkit, <https://docs.nvidia.com/cuda/eula/index.html>; for NVIDIA drivers, <https://www.nvidia.com/content/DriverDownload-March2009/licence.php?lang=us>; for cuDNN it is <http://docs.nvidia.com/deeplearning/sdk/cudnn-sla/index.html>; for NCCL it is <http://docs.nvidia.com/deeplearning/sdk/nccl-sla/index.html>; and for TensorRT it is <https://docs.nvidia.com/deeplearning/sdk/tensorrt-sla/index.html>. As stated in their respective license terms, Customer acknowledges that certain NVIDIA Components as delivered are not tested or certified by NVIDIA for use in connection with the design, construction, maintenance, and/or operation of Critical Applications, that is systems where the use or failure of such system could result in a situation that threatens the safety of human life or results in catastrophic damages. Neither Microsoft nor NVIDIA shall be liable to Customer or any third party, in whole or in part, for any claims or damages arising from Critical Applications uses. Customer agrees to indemnify NVIDIA against all claims, damages, and costs arising from Critical Application uses as stated in the applicable NVIDIA terms. Customer is solely responsible for ensuring that any product or service developed with the NVIDIA Components as a whole includes sufficient features to comply with all applicable legal and regulatory standards and requirements.

Subscription License Suites

Online Services may be available for purchase as Suites of Online Services. The tables below detail the applicable online service Suite SL that fulfills the SL requirements for each individual online service. For Education and Government offers, see the Public Sector tables below.

Enterprise Mobility + Security

	Subscription License Suites - Enterprise Mobility + Security	
Online Service	E3	E5
Microsoft Intune P1	X	X
Azure Info Protection Premium Plan 1	X	
Azure Info Protection Premium Plan 2		X
Microsoft Entra ID P1	X	
Microsoft Entra ID P2		X
Microsoft Defender for Identity		X
Microsoft Defender for Cloud Apps		X

Microsoft 365 Enterprise

	Subscription License Suites - Microsoft 365 Enterprise							
Online Service	F1	F3	F5 Security Add-on	F5 Compliance Add-on	E3	E5	E5 Security	E5 Compliance
Exchange Online K1		X						
Exchange Online Plan 2					X	X		
Exchange Online Archiving				X	X	X		
SharePoint Online K1	X	X						
SharePoint Online Plan 2					X	X		
OneDrive for Business Plan 2					X	X		
Microsoft Teams Phone Standard						X		
Audio Conferencing						X		
Microsoft 365 Apps for enterprise					X	X		
Office 365 Data Loss Prevention				X	X	X		
Microsoft Defender for Endpoint Plan 1					X			
Microsoft Defender for Endpoint Plan 2			X			X	X	
Microsoft Defender for Office 365 Plan 1			X			X	X	
Microsoft Defender for Office 365 Plan 2			X			X	X	
Microsoft Power BI Pro						X		
Microsoft Intune P1	X	X			X	X		
Azure Info Protection Premium Plan 1	X	X			X			
Azure Info Protection Premium Plan 2				X		X		X
Microsoft Entra ID P1	X	X			X			
Microsoft Entra ID P2			X			X	X	
Microsoft Defender for Identity			X			X	X	
Microsoft Defender for Cloud Apps			X	X		X	X	X
Microsoft Advanced Threat Analytics	X	X			X	X		
Microsoft Stream (Classic)	X ^{7,8}	X ^{7,8}			X	X		

⁷ Cannot upload or modify videos.

⁸ Cannot create live events.

Microsoft 365 Business

	Subscription License Suites - Microsoft 365 Business		
Online Service	Microsoft 365 Business Basic	Microsoft 365 Business Standard	Microsoft 365 Business Premium
Exchange Online Plan 1	X	X	X
Exchange Online Plan 2			
SharePoint Online Plan 1	X	X	X
SharePoint Online Plan 2			
OneDrive for Business Plan 1	X	X	X
OneDrive for Business Plan 2			
Microsoft Teams Phone Standard			
Audio Conferencing			
Microsoft 365 Apps for business		X	X
Microsoft 365 Apps for enterprise			
Office 365 Data Loss Prevention			X
Microsoft Defender for Office 365 Plan 1			X
Microsoft Defender for Office 365 Plan 2			
Microsoft Power BI Pro			
Microsoft Intune P1			X
Azure Info Protection Premium Plan 1			X
Microsoft Entra ID P1			X
Microsoft Entra ID P2			
Microsoft Defender for Identity			
Microsoft Defender for Cloud Apps			
Microsoft Defender for Business			X
Microsoft Stream (Classic)	X ⁸	X ⁸	X ⁸

⁸Cannot create live events.

Office 365 Enterprise

	Subscription License Suites - Office 365 Enterprise ¹			
Online Service	F3	E1	E3	E5
Exchange Online K1	X			
Exchange Online Plan 1		X		
Exchange Online Plan 2			X	X
SharePoint Online K1	X			
SharePoint Online Plan 1		X		
SharePoint Online Plan 2			X	X
OneDrive for Business Plan 1		X		
OneDrive for Business Plan 2			X	X
Microsoft Teams Phone Standard				X
Audio Conferencing				X
Microsoft 365 Apps for enterprise			X	X
Office 365 Data Loss Prevention			X	X
Microsoft Defender for Office 365 Plan 1				X
Microsoft Defender for Office 365 Plan 2				X
Microsoft Power BI Pro				X
Microsoft Stream (Classic)	X ^{7,8}	X	X	X

¹ Add-on Suite SLs that include "without Apps for enterprise" in the title do not include rights to Microsoft 365 Apps for enterprise.

⁷Cannot upload or modify videos.

⁸Cannot create live events.

Public Sector

Microsoft 365 Education

Online Service	Subscription License Suites - Microsoft 365 Education				A5 Compliance
	A1 (Device license)	A3 ⁵	A5	A5 Security	
Exchange Online Plan 2		X	X		
SharePoint Online Plan 2		X	X		
OneDrive for Business Plan 2		X	X		
Microsoft Teams Phone Standard			X		
Audio Conferencing			X		
Microsoft 365 Apps for enterprise		X	X		
Office 365 Data Loss Prevention		X	X		
Microsoft Defender for Endpoint Plan 1		X			
Microsoft Defender for Endpoint Plan 2			X	X	
Microsoft Defender for Office 365 Plan 1			X	X	
Microsoft Defender for Office 365 Plan 2			X	X	
Microsoft Power BI Pro			X		
Microsoft Intune P1 for Education	X	X	X		
Microsoft Intune Remote Help	X	X	X		
Azure Info Protection Premium Plan 1		X			
Azure Info Protection Premium Plan 2			X		X
Azure Active Directory Premium Basic	X				
Microsoft Entra ID P1		X			
Microsoft Entra ID P2			X	X	
Microsoft Defender for Identity			X	X	
Microsoft Defender for Cloud Apps			X	X	X
Microsoft Advanced Threat Analytics		X	X		
Microsoft Stream (Classic)		X	X		
Minecraft: Education Edition		X	X		

⁵ Microsoft/Office 365 customers with 500 seats or fewer will be onboarded to Microsoft Teams.

Office 365 Education

Online Service	Subscription License Suites - Office 365 Education		
	A1	A3	A5
Exchange Online Plan 1	X		
Exchange Online Plan 2		X	X
SharePoint Online Plan 1	X		
SharePoint Online Plan 2		X	X
OneDrive for Business Plan 1	X		
OneDrive for Business Plan 2		X	X
Microsoft Teams Phone Standard			X
Audio Conferencing			X
Microsoft 365 Apps for enterprise		X	X
Office 365 Data Loss Prevention		X	X
Microsoft Defender for Office 365 P2			X
Microsoft Power BI Pro			X
Microsoft Defender for Office 365 P1			X
Microsoft Stream (Classic)			X

	Subscription License Suites - Office 365 Education		
Online Service	A1	A3	A5
Exchange Online Plan 1			X
Exchange Online Plan 2			X

Office 365 Government

	Subscription License Suites - Office 365 Government ¹				
Online Service	F3	E1	E3	E4	E5
Exchange Online K1	X				
Exchange Online Plan 1		X			
Exchange Online Plan 2			X	X	X
SharePoint Online K1	X				
SharePoint Online Plan 1		X			
SharePoint Online Plan 2			X	X	X
OneDrive for Business Plan 1		X			
OneDrive for Business Plan 2			X	X	X
Microsoft Teams Phone Standard					X
Audio Conferencing					X
Microsoft 365 Apps for enterprise			X	X	X
Office 365 Data Loss Prevention			X		X
Microsoft Defender for Office 365 P2					X
Microsoft Power BI Pro					X
Microsoft Defender for Office 365 P1					X
Microsoft Stream (Classic)					X

¹ Add-on Suite SLs that include "without Apps for enterprise" in the title do not include rights to Microsoft 365 Apps for enterprise.

CAL and ML Equivalency Licenses

Rights to access server software running on Customer's [Licensed Servers](#) or to [Manage OSEs](#) are available under [CAL](#) suites and Online Services [SLs](#). The tables below show the applicable [CAL](#) suite or [SL](#) that satisfies the [License](#) requirement for access to (or management of) the respective Server Product's base or additive functions. [CAL](#) suites must be purchased after the Product's Date Available or have active SA coverage on such date to satisfy access requirements for the current version of the [Server](#) Product.

Core CAL

	Core CAL				
Servers	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune	Bridge EMS
Exchange Server 2019 Standard					
Base	X		X		X
Exchange Server 2019 Enterprise					
Base	X		X		X
SharePoint Server Subscription Edition					
Base	X		X		X
Skype for Business Server 2019					
Base	X		X		X
Windows Server 2022 Standard					
Base	X	X	X	X	
Windows Server 2022 Datacenter					
Base	X	X	X	X	
Windows MultiPoint Server 2016 Premium (Academic only)					
Base	X	X	X	X	

	Core CAL				
Servers	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune	Bridge EMS
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)					
Management	X	X			
System Center Endpoint Protection 1606					
Management	X	X			

Enterprise CAL

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

	Enterprise CAL				
Servers	Suite	Bridge O365	Bridge Intune	Bridge O365+Intune EMS	Bridge EMS
Exchange Server 2019 Standard					
Base	X		X		X
Additive	X		X		X
Exchange Server 2019 Enterprise					
Base	X		X		X
Additive	X		X		X
SharePoint Server Subscription Edition					
Base	X		X		X
Additive	X		X		X
Microsoft Audit and Control Management Server 2013					
Base	X		X		X
Skype for Business Server 2019					
Base	X		X		X
Additive	X		X		X
Windows Server 2022 Standard					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Windows Server 2022 Datacenter					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Windows MultiPoint Server 2016 Premium (Academic only)					
Base	X	X	X	X	
Additive (RMS)	X	X	X	X	
Advanced Threat Analytics 2016					
Management	X	X		X	
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)					
Management	X	X			
System Center Endpoint Protection 1606					
Management	X	X			

Enterprise Mobility + Security

Note: With the exception of Advanced Threat Analytics 2016 and Microsoft Endpoint Configuration Manager, users licensed through Student Use Benefits do not satisfy the License requirement for access to (or management of) the Products in this table.

	Enterprise Mobility + Security	
Servers	E3	E5
Windows Server 2022 Standard		
Base	X	X
Additive (RMS)	X	X
Additive (MIM)	X	X
Windows Server 2022 Datacenter		
Base	X	X
Additive (RMS)	X	X
Additive (MIM)	X	X
Windows MultiPoint Server 2016 Premium (Academic only)		
Base	X	X
Additive (RMS)	X	X
Advanced Threat Analytics 2016		
Management	X	X
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)		
Management	X	X
System Center Endpoint Protection 1606		
Management	X	X
System Center Service Manager		
Management	X	X

Office 365 Enterprise

Note: Office 365 Nonprofit E1 does not satisfy the License requirement for access to (or management of) the Products in this table.

	Office 365 Enterprise		
Servers	E1	E3	E5
Exchange Server 2019 Standard			
Base	X	X	X
Additive		X	X
Exchange Server 2019 Enterprise			
Base	X	X	X
Additive		X	X
SharePoint Server Subscription Edition			
Base	X	X	X
Additive		X	X
Microsoft Audit and Control Management Server 2013			
Base		X	X
Skype for Business Server 2019			
Base	X	X	X
Additive (Enterprise)	X	X	X
Additive (Plus)			X

Microsoft 365

	Microsoft 365		
Servers	F1/F3	E3	E5
Exchange Server 2019 Standard			
Base		X	X

	Microsoft 365		
Servers	F1/F3	E3	E5
Additive		X	X
Exchange Server 2019 Enterprise			
Base		X	X
Additive		X	X
SharePoint Server Subscription Edition			
Base		X	X
Additive		X	X
Microsoft Audit and Control Management Server 2013			
Base		X	X
Skype for Business Server 2019			
Base		X	X
Additive (Enterprise)		X	X
Additive (Plus)			X
Windows Server 2022 Standard			
Base	X	X	X
Additive (RMS)	X	X	X
Additive (MIM)	X	X	X
Windows Server 2022 Datacenter			
Base	X	X	X
Additive (RMS)	X	X	X
Additive (MIM)	X	X	X
Advanced Threat Analytics 2016			
Management	X	X	X
Microsoft Endpoint Configuration Manager (formerly, System Center Configuration Manager)			
Management	X	X	X
System Center Endpoint Protection 1606			
Management	X	X	X
System Center Service Manager			
Management	X	X	X

Program Agreement Supplemental Terms

The terms and conditions below apply to Customer's volume licensing agreement, as noted.

Definition of Management for Qualified Devices

If Customer's volume licensing agreement refers to the Product Terms, the Product List, or the PUR for defining managed Qualified Devices, the following terms apply. Customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, Customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, antimalware or other agents mandated by the Customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Microsoft Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the Customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Promotions

There are no active Promotions.

Services Provider Use Rights

Publication Date: March 15, 2024

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Introduction

About this Document

This copy of the Services Provider Use Rights has been downloaded from <https://www.microsoft.com/licensing/spur/> for the date indicated on the title page and based on the selected products.

Access to the Word document versions of the SPUR are available at <https://aka.ms/licensinguserightsSPUR>.

Summary of Changes

Below is a summary of changes and updates to the most recently published version of the SPUR.

March 15, 2024

Windows Server: Updated *Azure Virtual Desktop with Windows Server Functionality terms* to clarify when customers can use the Microsoft Azure Hybrid Benefit.

Universal License Terms

The license terms that apply to the use of each licensed Product are the Universal License Terms, the applicable License Model terms and any Product-Specific License Terms in the Product Entry.

Universal License Terms

These license terms apply to Customer's use of all Microsoft software licensed under Customer's SPLA.

Definitions

Terms used and not defined in this document have the meanings assigned to them in Customer's SPLA.

Customer's Use Rights

If Customer complies with its SPLA, including the SPUR, Customer may use the software as expressly permitted in the SPUR. Customer needs a License for each Product and separately licensed functionality used on a device or by a user.

Rights to Use Other Versions

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.

Applicable Use Rights

The license terms in the SPUR when Customer first provides Software Services with a version of a Product remain in effect for the term of Customer's SPLA, subject to the following: (1) if Microsoft introduces a new version of a Product and Customer uses the new version, Customer must abide by the license terms for the new version; and (2) if Customer provides Software Services with an earlier version of a Product (a "Downgrade"), and the Downgrade contains components that are not part of the Product version identified in the applicable SPUR, then the License Terms specific to those components from the SPUR last associated with the Downgrade will apply to those components.

Use of Listed Providers

Customer may use a Data Center Provider (for DCP eligible Products) or an Outsourcing Company that is a Listed Provider (or that uses a Listed Provider as a means of providing services to Customer) through September 30, 2025.

Disaster Recovery Rights

For each Instance of eligible server software licensed in the Per Processor, Per Core (Applications), Per Core (OS), or Per Core (Management) licensing models that Customer runs in a Physical OSE or Virtual OSE on a Licensed Server, Customer may temporarily run a backup Instance in a Physical OSE or Virtual OSE on a Server dedicated to disaster recovery. The license terms for the software and the following limitations apply to Customer's use of software on a disaster recovery server.

Permitted Periods of Use

The disaster recovery server can run only during the following exception periods:

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

Conditions on Use

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

- The disaster recovery server must not be running at any other times except as above.
- The disaster recovery server may not be in the same cluster as the production server.
- Use of the software on the disaster recovery server must comply with the license terms for the software.
- Once the disaster recovery process is complete and the production server is recovered, the disaster recovery server must not be running at any other times except those times allowed here.

Use of Windows Server

Windows Server [Licenses](#) are not required for the disaster recovery server if the following conditions are met:

- The Hyper-V role within Windows Server is used to replicate [Virtual OSEs](#) from the production server at a primary site to a disaster recovery server.
- The disaster recovery server is used only to:
 - run hardware virtualization software, such as Hyper-V,
 - provide hardware virtualization services,
 - run software agents to manage the hardware virtualization software,
 - serve as a destination for replication,
 - receive replicated [Virtual OSEs](#), test failover, and await failover of the [Virtual OSEs](#), and
 - run disaster recovery workloads as described above.

Third Party Software

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

Pre-Release Code, Updates or Supplements, Additional Functionality

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

Restrictions

Customer may not (and is not licensed to) rent the software, 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](#) or [Licensed Server](#) (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.

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 during the same calendar month, unless the reassignment is due to (i) permanent hardware failure or loss, or (ii) temporary reallocation of [SALs](#) 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.

Technical Measures

Some Products are protected by technological measures and require activation or validation, as well as a product key, to install or access them.

Activation and validation

Successful activation or validation verifies that a software Product has been correctly installed, the product key is not stolen, and that no changes have been made to validation, licensing, or activation functions of the software. 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). Customer may not circumvent activation or validation.

Product Keys

An assigned product key is required for licensed use of the software. All product keys are Confidential Information of Microsoft. Notwithstanding anything to the contrary in Customer's volume licensing agreement, Customer may not disclose product keys to third parties. Customer may not provide unsecured access to its 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.

Notices

Where indicated in each Product Entry, the following notices apply:

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 services providers. Use of that information is described in the privacy statement available in each software Product.

Bing Maps

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

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

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

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.

Font Components, Images, and Sounds

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

Included Technologies

Products may include other Microsoft technology components subject to their own license terms, as indicated in the 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.

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. This does not apply to the .NET Framework.

Software Plus Services

Microsoft may provide services with Products through software features that connect with Microsoft or services 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.

Third Party Internet Sites

Customer and its customers may link to third party Internet sites through the use of the Products. Microsoft does not control the third party sites. Microsoft is not responsible for the contents of any third party sites, any links contained in third party sites, or any changes to third party sites. Microsoft provides these links to third party sites only as a convenience. The inclusion of any link does not imply an endorsement by Microsoft of the third party site.

Multiplexing

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

Creating and Storing Instances of Servers or Storage Media

For any License Customer acquires, Customer may create and store Instances of the corresponding software solely to exercise its right to use Running Instances of software under that License as permitted in this document.

Distributable Code

The software may include code that Customer is permitted to distribute in programs it develops if it complies with the terms below. For purposes of this subsection, "Customer" also includes Customer's End Users.

Right to Use and Distribute

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

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

Distribution Requirements

If Customer distributes any Distributable Code Customer must:

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

Distribution Limitations

Customer may not:

- alter any copyright, trademark or patent notice in the Distributable Code;

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

Glossary

Terms defined in this Glossary apply unless otherwise defined in product specific terms.

Attributes

Attributes are identified in the table in each Product Entry, and indicate rights or conditions applicable to acquisition or use of the Products.

Access License Requirement: Indicates whether or not a [Server](#) or Desktop Application Product requires [SALs](#) for access by users and devices or Managed [OSEs](#).

Additional Software: Software that Customer is permitted to use on any device in conjunction with its use of server software.

Client Software: Indicates components of a Product that are licensed as Client Software, as that term is defined in Customer's SPLA.

Date Available: The date a Product is first available, designated as month/year.

DCP Eligible: Permits Customer to use [Data Center Provider](#), as that term is defined in this SPUR.

Disaster Recovery: Rights available to Customer to use software for conditional disaster recovery purposes; refer to [Universal License Terms](#), [Disaster Recovery](#), 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](#).

Fail-Over Rights: Permits 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](#).

Included Technologies: Indicates other Microsoft components included in a Product; refer to the Included Technologies section of [Universal License Terms](#) for details.

License Mobility: Permits [License](#) reassignment from one of Customer's [Servers](#) to another one of Customer's [Servers](#) in the same [Server Farm](#) during the same calendar month.

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

Prerequisite: Indicates that certain additional conditions must be met in order to purchase [Licenses](#) for the Product.

Prior Version: Earlier versions of Product.

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

Product-Specific License Terms: Indicates that Product-Specific terms and conditions govern deployment and use of the Product.

Definitions

Capitalized terms used but not defined in the SPUR will have the definition provided in the SPLA. The following definitions also apply:

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

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](#).

Data Center Provider means an entity that (1) provides Software Services, usually infrastructure services, to another Services Provider, using Products licensed from Microsoft through the entity's own SPLA; and (2) except as expressly permitted in this SPUR, is not a Listed Provider.

ERP Solution means the components of the software that control Customer's End user's users and financial reporting units.

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

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

Host Fabric means a collection of Physical OSE and Virtual OSEs that are configured and operated as a unit to provide virtualization, networking, management and file services.

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

License means 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.

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

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

Listed Provider means any entity identified by Microsoft at <https://www.aka.ms/listedproviders> or a successor site, as may be updated from time to time.

Manage 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 OSE.

Outsourcing Company means a third party that (1) performs data center management services or installation services for Customer; (2) has an active Microsoft partner identification number; and (3) except as expressly permitted in this SPLA, is not a Listed Provider.

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.

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.

SAL means Subscriber Access License, which may be assigned by user or device, as appropriate. A user SAL allows access to the corresponding software from any device by one user or management of any Client OSE used by one user. A device SAL allows access to the corresponding software from one device by any user. One OSE SAL permits management of one OSE accessed by any user. A Student SAL may be assigned to Qualified Educational End Users as defined in the Qualified Educational Customer Addendum.

SALs for SA means SALs that may be acquired and assigned to users who have also been assigned a qualifying Client Access License (or CAL) with active Software Assurance (or SA) acquired under a Microsoft Volume Licensing Program or who uses a device to which a qualifying Device CAL with SA has been assigned. The right to assign a SAL for SA to a user or device expires when the SA for the qualifying CAL expires. SALs for SA may only be reassigned, and must be reassigned, when and as the qualifying CAL is reassigned.

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, and/or within the European Union (EU) and/or European Free Trade Association (EFTA). A data center can be moved from one Server Farm to another, but not on a short-term basis.

Suite means 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.

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.

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 operating system environment.

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, including Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows Library for JavaScript, Dbghelp.dll, and Web Deploy technologies.

Advanced Threat Analytics

Product Version and Edition	Date Available
Advanced Threat Analytics 2016 Client (SAL)	August 2015

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: Yes	Access License Requirement: Yes
DCP Eligible: Yes	Included Technologies: SQL Server	

Country Restrictions

Neither Customer nor any End User may use Advanced Threat Analytics 2016 in the People's Republic of China.

License Model

Subscriber Access Licenses (SALs) for Management Servers

Access License

1. Provided it acquires one or more SALs, Customer may use any number of Running Instances of the software to Manage OSEs on Licensed Devices or devices used by Licensed Users.
2. Customer must acquire a SAL for each OSE or each user of OSEs Customer uses the software to Manage.
3. SALs do not permit Management of any OSE running a server operating system.

Access Licenses

Server Software Access

Subscriber Access License	Advanced Threat Analytics 2016 Client OSE SAL (device or user)
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Usage Requiring SAL

Licenses are required only for [Client OSEs](#) (or [OSEs](#) running Server operating systems and used as [Client OSEs](#)) that are on or accessed by end user devices authenticated by an Active Directory managed by Advanced Threat Analytics.

BizTalk Server

Product Version and Edition	Date Available
BizTalk Server 2020 Enterprise (Core License)	February 2020
BizTalk Server 2020 Standard (Core License)	February 2020
BizTalk Server 2020 Branch (Core License)	February 2020

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : Standard and Branch editions	Prior Version : BizTalk Server 2016
Additional Software : All editions	Client Software : All editions (includes Additional Software)	Disaster Recovery : All editions
Included Technologies: Windows Software Components	License Mobility : Yes	

Additional Terms for BizTalk Server Standard and BizTalk Server Branch

Use Limitation

Customer may not use the server software, including the Master Secret Server, on a [Server](#) that is part of a networked cluster or in an [OSE](#) that is part of a networked cluster of [OSEs](#) on the same [Server](#).

Office Web Component

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

Additional Terms for BizTalk Server Branch

Customer may use [Running Instances](#) of the software on [Licensed Servers](#) only at the endpoint of its internal network (or edge of its organization) to connect business events or transactions with activities processed at that endpoint. The [Licensed Server](#) may not:

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

Licensing Use of Host Integration Server (HIS)

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

Additional Software

Administration and Monitoring Tools	ADOMD.NET	BizTalk Server Related Schemas and Templates
Business Activity Monitoring ("BAM") Client	BAM Alert Provider for SQL Notification Services	BAM Event APIs and Interceptors and Administration Tools
Business Activity Services	Business Rules Component	Development Tools
HTTP Receive Adapter	Master Secret Server/Enterprise Single Sign-On	MQHelper.dll
MQSeries Agent	MSXML	SOAP Receive Adapter

Software Development Kit(s)	SQLXML	UDDI
Windows Communication Foundation Adapters	Windows SharePoint Services Adapter Web Services	

License Model

Per Core (Applications)

For Products under the Per Core (Applications) License Model, Customer must choose either licensing by [Physical Core](#) on a [Server](#) or licensing by Individual [Virtual OSE](#). The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

- Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of four per core [Licenses](#) per [Physical Processor](#).
- For enterprise editions, Customer may use any number of [Running Instances](#) of the server software on the [Licensed Server](#) in the [Physical OSE](#) and/or any number of [Virtual OSEs](#).
- For other editions Customer may use any number of [Running Instances](#) of the server software only in the [Physical OSE](#) on the [Licensed Server](#).

Server Licenses (per core) – Licensing by Individual Virtual OSE

- Customer may use any number of [Running Instances](#) of the server software in any [Virtual OSE](#) on the [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Virtual Cores](#) in the [Virtual OSE](#), subject to a minimum of four License per [Virtual OSE](#).
- If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs a [License](#) for each [Hardware Thread](#) to which it is mapped.

Microsoft Developer Tools

Azure Dev Ops Server

Product Version and Edition	Date Available
Azure DevOps Server 2022	November 2022
Azure DevOps Server 2022 Basic (SAL)	November 2022

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: All editions	Prior Version: Azure DevOps Server 2020
Additional Software: All editions	Client Software: Includes all Additional Software	DCP eligible: All editions
Included Technologies: SQL Server Technology		

SAL Waiver

A [SAL](#) is not required for users: to view, edit, or enter work items, to access Azure DevOps Server Reporting, for accessing Azure DevOps Services via a Azure DevOps Server Proxy, to provide approvals to stages as part of the Release Management pipeline, and to access Azure DevOps Server through a pooled connection from another integrated application or service.

Third Party Licensing Terms for Open Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software.

SQL Server Technology

Customer may run any number of Instances of any SQL Server database software included in the Product in one OSE for the limited purpose of supporting that Product and any other Product that includes SQL Server database software.

Azure DevOps Server Build Services

If Customer has one or more Licensed Users of Visual Studio Enterprise or Visual Studio Professional, then Customer may also install the Visual Studio software and permit access and use of it as part of Azure DevOps Server Build Services by Customer's Licensed Users of Azure DevOps Server.

Additional Software

Azure DevOps Build Services

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Subscriber Access License	Azure DevOps Server 2022 Basic SAL (user)
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Additional Functionality

Test Plan	
Additive Access License	Azure DevOps Server 2022 SAL
	Visual Studio Enterprise 2022 SAL (user)
	Visual Studio Test Professional 2022 SAL

Visual Studio

Product Version and Edition	Date Available
Visual Studio Enterprise 2022 (SAL)	November 2021
Visual Studio Professional 2022 (SAL)	November 2021
Visual Studio Test Professional 2022 (SAL)	November 2021

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Visual Studio 2019
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Access License Requirement : All Editions	DCP Eligible : All editions	Included Technologies : SQL Server Technology, Windows Software Components , Microsoft SharePoint, Windows SDK, Microsoft Office Components, Microsoft Advertising SDK
Notices : Internet-based Features, Bing Maps, H.264/MPEG-4 AVC and/or VC-1		

Build Devices and Visual Studio Build Tools

Customer may install copies of the files from Visual Studio Professional, Visual Studio Enterprise, or from Visual Studio Build Tools onto its build devices, including physical devices and virtual machines or containers on those devices, or hosted on Microsoft Azure for Customer, (collectively, "Build Devices"). [Licensed Users](#) may use these files on Customer's Build Devices solely to compile, build, and verify programs developed by using Visual Studio Professional or Visual Studio Enterprise, or to run quality or performance tests of those programs as part of the build process.

Utilities

Customer may copy and install the Utilities listed at <https://aka.ms/vs/16/utilities> onto its devices solely to debug and deploy programs and databases that Customer's [Licensed Users](#) develop with the Visual Studio Professional and Visual Studio Enterprise. Utilities are designed for temporary use. Microsoft may not be able to patch or update Utilities separate from the Visual Studio software, and some Utilities by their nature may make it possible for others to access devices on which the Utilities are installed. Customer should delete all the Utilities installed onto a device when finished debugging or deploying [Licensed Users](#)' programs and databases. Microsoft is not responsible for any third-party use or access of devices, or of the programs or databases on devices, on which the Utilities have been installed.

Third Party Licensing Terms for Open Source Components

Licensed User may not reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software.

Developing Extensions

- Limits on Extensions.** Customer may not develop or enable others to develop extensions for Visual Studio Professional or Visual Studio Enterprise (or and other component of the Visual Studio family of products) which circumvent the technical limitations implemented in the software. If Microsoft technically limits or disables extensibility for the software, Customer may not extend the software by, among other things, loading or injecting into the software any non-Microsoft add-ins, macros, or packages; modifying the software registry settings; or adding features or functionality equivalent to that found in the Visual Studio family of products.
- No Degrading the Software.** If Customer develops an extension for Visual Studio Professional or Visual Studio Enterprise (or any other component of the Visual Studio family of products), Customer must test the installation, uninstallation, and operation of its extension to ensure that such processes do not disable any features or adversely affect the functionality of Visual Studio Professional or Visual Studio Enterprise (or such component) or of any previous version or edition thereof.

Code Inspection

The software includes an optional feature enabling inspection of binary code and reproduction of source code from binary code. Customer agrees to use such feature only to inspect or reproduce software as authorized by its owner or applicable law.

Distributable Code

Visual Studio Professional and Visual Studio Enterprise contains code and text files that Customer is permitted to distribute in programs its [Licensed Users](#) develop while using such software.

Right to Use and Distribute

The code and text files listed below are "Distributable Code".

- Distributable List.** Customer may copy and distribute the object code form of code listed on the Distributable List located at <https://aka.ms/vs/16/redistribution>.

- **Sample Code, Templates, and Styles.** Customer may copy, modify, 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.

Access Licenses

Desktop Application Access

Visual Studio Enterprise 2022	
Subscriber Access License	Visual Studio Enterprise 2022 SAL (user)
Visual Studio Professional 2022	
Subscriber Access License	Visual Studio Professional 2022 SAL (user)
Visual Studio Test Professional 2022	
Subscriber Access License	Visual Studio Test Professional 2022 SAL (user)

Microsoft Dynamics

Microsoft Dynamics 365

Product Version and Edition	Date Available
Microsoft Dynamics 365 Services Provider (SAL)	February 2017

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Dynamics CRM 2016
Access License Requirement : Yes	Additional Software : Yes	Client Software : includes all Additional Software
DCP Eligible : Yes	Notices : Internet-based Features	

Downgrade Rights

Customer may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the [Universal License Terms](#).

Eligibility for Qualified Offers

Customers renewing an agreement with Microsoft Dynamics CRM SAL Licenses as of February 1, 2017 may acquire Microsoft Dynamics 365 SAL Qualified Offer Licenses in agreement renewals before October 31, 2019.

Yammer

Microsoft Dynamics 365 enables certain customer data to be shared with Yammer. The terms of use under which Customer acquires Yammer apply to the transfer and use of this customer data.

Dynamics 365 for Team Members SAL

Existing customers with Team Members licenses acquired prior to May 1, 2019 may use existing and newly acquired Dynamics 365 Team Members SALs in accordance with the Dynamics 365 service description at <http://download.microsoft.com/download/D/B/3/DB37B5D3-7796-4536-AC8D-8EFDB95CD52F/Team-Members-Grandfathering.pdf> through the duration of their existing agreement and any subsequent subscription term begun prior to December 31, 2020.

Additional Software

Microsoft Dynamics 365 for Microsoft Outlook	Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics 365	Microsoft Dynamics Reporting Extensions for Microsoft Dynamics 365
Microsoft Dynamics 365 Report Authoring Extensions	Microsoft Dynamics 365 Multilingual User Interface (MUI)	Microsoft Dynamics 365 for supported devices

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Team Members SAL

Access to server software for Team Member use.

Subscriber Access License	Microsoft Dynamics 365 for Team Members SAL (user)
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Sales SAL

Access to server software for Sales use and the right to install and use Unified Service Desk (USD). The right to use USD is limited to the users to whom SALs are assigned.

Subscriber Access License	Microsoft Dynamics 365 for Sales SAL (user)
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Customer Service SAL

Access to server software for Customer Service use and the right to install and use Unified Service Desk (USD). The right to use USD is limited to the users to whom SALs are assigned.

Subscriber Access License	Microsoft Dynamics 365 for Customer Service SAL (user)
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SAL Waiver

Customer does not need a SAL for External Users who access Microsoft Dynamics 365 through any application / graphical user interface (GUI), other than the Microsoft Dynamics 365 clients. This waiver does not apply to Customer's or its Affiliates' contractors or agents.

Microsoft Dynamics AX

Product Version and Edition	Date Available
Microsoft Dynamics AX 2012 R3 (SAL)*	June 2014
Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core (Core License)*	June 2014

*Available only to Existing Customers through March 31, 2026. Existing Customers are Customers with an active SPLA as of March 31, 2023.

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: Dynamics AX 2012 R2	Prior Version: Dynamics AX 2012 R2
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Access License Requirement : SAL editions	Additional Software : Dynamics AX 2012 R3	Client Software : Dynamics AX 2012 R3 (includes all Additional Software)
DCP Eligible : Dynamics AX 2012 R3	Disaster Recovery : Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core	License Mobility : Microsoft Dynamics AX 2012 R3 Standard Commerce Server Core

Downgrade Rights

Customer may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the [Universal License Terms](#).

Modification Right

The software may include plug-ins, runtime, and other components identified in printed or online documentation that allow Customer to extend its functionality. Customer may modify or create derivative works of these components and use those derivative works, but only with the software and only for Customer's internal purposes.

Microsoft Dynamics AX Standard Commerce Server Core -- Core Factor

The License minimum per processor does not apply to Microsoft Dynamics AX Standard Commerce Server Core. The number of Licenses required equals the number of [Physical Cores](#) on the [Licensed Server](#) multiplied by the applicable [Core Factor](#) located at <http://go.microsoft.com/fwlink/?LinkID=229882>.

Additional Software

Microsoft Dynamics AX 2012 R3 Windows Rich Client Software	Management Reporter 2012 for Microsoft Dynamics AX Designer Client Software
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License Model

Per Core (Applications)

For Products under the Per Core (Applications) License Model, Customer must choose either licensing by [Physical Core](#) on a [Server](#) or licensing by Individual [Virtual OSE](#). The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

- Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of four per core [Licenses](#) per [Physical Processor](#).
- For enterprise editions, Customer may use any number of [Running Instances](#) of the server software on the [Licensed Server](#) in the [Physical OSE](#) and/or any number of [Virtual OSEs](#).
- For other editions Customer may use any number of [Running Instances](#) of the server software only in the [Physical OSE](#) on the [Licensed Server](#).

Server Licenses (per core) – Licensing by Individual Virtual OSE

- Customer may use any number of [Running Instances](#) of the server software in any [Virtual OSE](#) on the [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Virtual Cores](#) in the [Virtual OSE](#), subject to a minimum of four License per [Virtual OSE](#).
- If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs a [License](#) for each [Hardware Thread](#) to which it is mapped.

Subscriber Access Licenses (SALs) for Server Software

Access License

- Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.

- Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access - Microsoft Dynamics AX 2012 R3

Self-Serve SAL

Access to server software to record time resulting solely for payroll processing; record expenses solely for reimbursement; manage personal information; and create requisitions and manage budgets related to these activities.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Self-Serve SAL (device or user)
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Task SAL

Access to server software as permitted under Self-Serve [SAL](#) and to record and approve any type of time and expenses; approve invoices; approve all self-serve related transactions; operate a point of sale device or a warehouse device; and operate a store manager device.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Task SAL (device or user)
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Functional SAL

Access to server software as permitted under Self-Serve [SAL](#) and Task [SAL](#) and to use established operational cycles and business processes provided by the software; create and update (a) position requisitions or (b) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs; and approve all task and self-serve related transactions.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Functional SAL (device or user)
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Enterprise SAL

Access to server software as permitted under Functional [SAL](#) and for full unrestricted access to all the functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Enterprise SAL (device or user)
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Store SAL

Access to Store Server software. A Store Server [SAL](#) is required for every commerce location or store.

Subscriber Access License	Microsoft Dynamics AX 2012 R3 Store SAL
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SAL Waiver

Customer does not need to acquire and assign a [SAL](#) to any user employed by third parties who access Microsoft Dynamics AX 2012 R3 solely to provide supplemental professional accounting or bookkeeping services to Customer's End Users related to the auditing process.

Microsoft Dynamics GP

Product Version and Edition	Date Available
Microsoft Dynamics GP 2018 (Processor License)	December 2017
Microsoft Dynamics GP 2018 (SAL)	December 2017

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : Yes	Prior Version : Dynamics GP 2016 R2
Access License Requirement : Yes	Additional Software : Yes	DCP Eligible : Dynamics GP (SAL)
Disaster Recovery : Yes		

Hosted Customization Licensed per Processor

In addition to SALs, Customer must acquire a Dynamics GP processor license prior to running the Hosted Customization. Customer needs to acquire only one processor License per ERP Solution, regardless of how many processors are used.

Additional Software

Microsoft Dynamics GP 2018 Windows Rich Client Software	Management Reporter 2012 for Microsoft Dynamics GP Designer Client Software	Microsoft Dynamics GP 2018 Web Client
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License Model

Per Processor

Server Licenses (per processor)

1. Customer may use the server software on a Licensed Server as described in the Product-Specific License Terms, provided it acquires sufficient Licenses as described below.
2. One License is required for each Physical Processor on a Licensed Server.
3. Each License permits use of one Running Instance of the server software in one OSE.

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Full User SAL

Access to of the Starter Pack and Extended Pack functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics GP 2018 Full User SAL (user)
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Standard User SAL

Access to all of the Starter Pack functionality in the server software across the ERP Solution.

Subscriber Access License	Microsoft Dynamics GP 2018 Standard User SAL (user)
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Limited User SAL

Access to the Self-Serve functionalities: "Read" access to data contained in the ERP Solution; "Write" access via the time and expense functionality; access to Management Reporter Viewer; or access to Business Portal (not available for Microsoft Dynamics GP 2015 R2 or higher).

Subscriber Access License	Microsoft Dynamics GP 2018 Limited User SAL (user)
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Self-Serve User SAL

Access to "ESS Employee", "ESS Employee – BSS", "ESS PTE Employee", "ESS Employee Manager" and "ESS Purchase Requester", predefined security roles for the purpose of entering and retrieving data personalized to that user.

Subscriber Access License	Microsoft Dynamics GP 2018 Self-Serve User SAL (user)
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Allocation of SALs by End User

Customer must allocate either Standard User [SALs](#) or Full User [SALs](#) to an End User's users. Customer may not allocate a combination of Full User [SALs](#) and Standard User [SALs](#) to the same End User. Customer may also allocate Limited User [SALs](#) to an End User's users.

SAL Waiver

For each End User, Customer may permit access without a [SAL](#) by one user employed by a third party solely to provide Customer's End User with supplemental professional accounting or bookkeeping services related to the auditing process.

Microsoft Dynamics NAV

Product Version and Edition	Date Available
Microsoft Dynamics NAV 2018 (Processor License)*	December 2017
Microsoft Dynamics NAV 2018 (SAL)*	December 2017

*Available only to Existing Customers through March 31, 2026. Existing Customers are Customers with an active SPLA as of March 31, 2023.

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : Yes	Prior Version : Dynamics NAV 2017
Access License Requirement : Yes	Additional Software : Yes	Client Software : Includes all Additional Software
DCP Eligible : Dynamics NAV (SAL)	Disaster Recovery : Yes	

Customization Packs per Processor

Each Processor license permits Customer to customize NAV for End User using one of the following six object types (in the following quantities): Tables (10), Codeunits (100), Pages (100), Reports (100), Queries (100), or XML Ports (100).

Additional Software

Microsoft Dynamics NAV 2018 Windows Rich Client Software	Microsoft Dynamics NAV 2017 SharePoint Client	Microsoft Dynamics NAV for iPad and iPhone App
Microsoft Dynamics NAV 2018 Web Client	Microsoft Dynamics NAV for Modern Windows App	Microsoft Dynamics NAV for Android Tablet and Phone App

License Model

Per Processor

Server Licenses (per processor)

- Customer may use the server software on a [Licensed Server](#) as described in the Product-Specific License Terms, provided it acquires sufficient [Licenses](#) as described below.
- One [License](#) is required for each [Physical Processor](#) on a [Licensed Server](#).
- Each [License](#) permits use of one [Running Instance](#) of the server software in one [OSE](#).

Subscriber Access Licenses (SALs) for Server Software

Access License

- Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
- Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Full User SAL

Access to the Starter Pack and Extended Pack functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics NAV 2018 Full User SAL (user)
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Standard User SAL

Access to the Starter Pack functionality in the server software across the [ERP Solution](#).

Subscriber Access License	Microsoft Dynamics NAV 2018 Standard User SAL (user)
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Limited User SAL

Access to the [ERP Solution](#), for purposes of "Read" access to data contained in the [ERP Solution](#) or "Write" access through any client accessing the [ERP Solution](#) via Microsoft Dynamics NAV API. Write access permits access to up to three table objects with the following exceptions: (a) Limited Users are not authorized to write to any of the following table objects: General Ledger Entry (table number 17), Permission Set (table number 2000000004), Permission (table number 2000000005) or Access Control (table number 2000000053); and (b) for the purpose of this clause 1.3, table objects defined in the Limited Usage Ranges section of the software's license key marked as Included in the Limited Table Access column do not count toward the three table objects.

Subscriber Access License	Microsoft Dynamics NAV 2018 Limited User SAL (user)
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Allocation of SALs by End User

Customer must allocate either Standard User [SALs](#) or Full User [SALs](#) to an End User's users. Customer may not allocate a combination of Full User [SALs](#) and Standard User [SALs](#) to the same End User. Customer may also allocate Limited User [SALs](#) to an End User's users.

SAL Waiver

For each End User, Customer may permit access without a [SAL](#) by one user employed by a third party solely to provide Customer's End User with supplemental professional accounting or bookkeeping services related to the auditing process.

Customer also does not need to acquire and assign [SALs](#) to users who are End Users' customers who access Microsoft Dynamics NAV through web services unless the End User is using Microsoft Dynamics NAV in the capacity of a business process outsourcer for its customers.

Microsoft Dynamics SL

Product Version and Edition	Date Available
Microsoft Dynamics SL 2018 (SAL)*	May 2018

*Available only to Existing Customers through September 30, 2026. Existing Customers are Customers with an active SPLA as of September 30, 2023.

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Dynamics SL 2015
Access License Requirement : Yes	Additional Software : Yes	Client Software : Includes all Additional Software
DCP Eligible : Dynamics SL 2018 (SAL)		

Downgrade Rights

Customer may use only the version of the software immediately preceding the current version as permitted under "Rights to Use Other Versions" in the Universal License Terms.

Additional Software

Microsoft Dynamics SL 2018 Windows Rich Client Software	Microsoft Dynamics SL 2018 Web Apps	Management Reporter 2012 for Microsoft Dynamics SL Designer Client Software
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License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Full User SAL

Full access to the ERP Solution.

Subscriber Access License	Microsoft Dynamics SL 2018 Advanced Management Full User SAL (user)
	Microsoft Dynamics SL 2018 Business Essentials Full User SAL (user)

Light User SAL

Limited access to the ERP Solution through means other than the Microsoft Dynamics rich client. A Microsoft Dynamics rich client uses the full product user interface enabling all the functionality available in Microsoft Dynamics.

Subscriber Access License	Microsoft Dynamics SL 2018 Advanced Management Light User SAL (user)
	Microsoft Dynamics SL 2018 Business Essentials Light User SAL (user)

Allocation of SALs by End User

Customer must allocate either Business Essentials SALs or Advanced Management SALs to an End User's users. Customer may not allocate a combination of Business Essentials and Advanced Management SALs to the same End User.

SAL Waiver

For each End User, Customer may permit access without a SAL by one user employed by a third party solely to provide Customer's End User with supplemental professional accounting or bookkeeping services related to the auditing process.

Office Desktop Applications

Office Suites and Multi Language Pack

Product Version and Edition	Date Available
Office LTSC Professional Plus 2021 (SAL)	October 2021
Office LTSC Standard 2021 (SAL)	October 2021
Office Multi Language Pack 2013 (SAL)	October 2012

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: Office Suites	Prior Version: Office 2019
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Access License Requirement : SAL editions	Prerequisite : Office Multi Language Pack 2013 SALs requires Office suite SALs	DCP Eligible : All editions
Included Technologies : Office Online Server (Office Suites only)	Notices : Bing Maps (Excel and Office Professional Plus); H.264/MPEG-4 and/or VC-1 (Skype for Business); Internet-based Features	

Office LTSC Professional Plus 2021 and Office LTSC Standard 2021

Component products in the [Suite](#) are available separately under separate [SALs](#).

Office Online Server – Office Suites

Office [SALs](#) include the use of Office Online Server. Notwithstanding terms to the contrary in the license terms provided with the Office Online Server software, each user for whom Customer obtains an Office LTSC 2021 User SAL may access and use the Office Online Server software. Office Online Server rights are not included with the versions of the software prior to 2016.

License Model

Subscriber Access Licenses (SALs) for Desktop Applications

Access License

1. Provided it acquires one or more [SALs](#), Customer may use any number of [Running Instances](#) of the software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the desktop application software regardless of actual access.

Concurrent Connections for User SALs

Customer must acquire a [SAL](#) for each concurrent connection to a [Server](#) running the software (including by the same user from multiple devices).

Use of Windows Server Remote Desktop Services

The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL.

Access Licenses

Desktop Application Access

Office LTSC Professional Plus 2021 SALs	
Subscriber Access License	Office LTSC Professional Plus 2021 SAL (user)
Office LTSC Standard 2021 SALs	
Subscriber Access License	Office LTSC Standard 2021 SAL (user)
Office Multi Language Pack 2013 SALs	
Subscriber Access License	Office Multi Language Pack 2013 SAL (user)

Project

Product Version and Edition	Date Available
Project 2021 Standard (SAL)	October 2021
Project 2021 Professional (SAL)	October 2021

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: All editions	Prior Version: Project 2019
Access License Requirement: All editions	DCP Eligible: Yes	Notices: Internet-based Features

License Model

Subscriber Access Licenses (SALs) for Desktop Applications

Access License

1. Provided it acquires one or more [SALs](#), Customer may use any number of [Running Instances](#) of the software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the desktop application software regardless of actual access.

Concurrent Connections for User SALs

Customer must acquire a [SAL](#) for each concurrent connection to a [Server](#) running the software (including by the same user from multiple devices).

Use of Windows Server Remote Desktop Services

The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL.

Access Licenses

Desktop Application Access

Project 2021 Standard	
Subscriber Access License	Project 2019 Standard SAL (user)
Project 2021 Professional	
Subscriber Access License	Project 2021 Professional SAL (user)

Visio

Product Version and Edition	Date Available
Visio LTSC Standard 2021 (SAL)	October 2021
Visio LTSC Professional 2021 (SAL)	October 2021

Use Rights

License Terms: Universal License Terms	Prior Version: Visio 2019	Access License Requirement: All editions
DCP Eligible: All editions		

License Model

Subscriber Access Licenses (SALs) for Desktop Applications

Access License

1. Provided it acquires one or more [SALs](#), Customer may use any number of [Running Instances](#) of the software.

- Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the desktop application software regardless of actual access.

Concurrent Connections for User SALs

Customer must acquire a [SAL](#) for each concurrent connection to a [Server](#) running the software (including by the same user from multiple devices).

Use of Windows Server Remote Desktop Services

The delivery of a Desktop Application, such as Office, that is used by providing direct or indirect access to server software that hosts the graphical user interface, such as Windows Server (using the Windows Server Remote Desktop Services functionality or other technology), requires a Windows Server Remote Desktop Services SAL.

Access Licenses

Desktop Application Access

Visio LTSC Standard 2021	
Subscriber Access License	Visio LTSC Standard 2021 SAL (user)
Visio LTSC Professional 2021	
Subscriber Access License	Visio 2021 Professional 2021 SAL (user)

Office Servers

Exchange Server

Product Version and Edition	Date Available
Exchange Server 2019 Hosted Exchange Basic (SAL)	November 2018
Exchange Server 2019 Hosted Exchange Standard (SAL and SAL for SA)	November 2018
Exchange Server 2019 Hosted Exchange Standard Plus (SAL)	November 2018
Exchange Server 2019 Hosted Exchange Enterprise (SAL and SAL for SA)	November 2018
Exchange Server 2019 Hosted Exchange Enterprise Plus (SAL)	November 2018

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Exchange Server 2016
Additional Software : All editions	Client Software : Includes all Additional Software	DCP Eligible : All editions
Prerequisite : SALs for SA		

Outlook 2019 and Outlook for Mac 2019

Customer may permit use of one [Running Instance](#) of the Outlook 2019 or Outlook for Mac 2019 client software in one [Physical OSE](#) or [Virtual OSE](#) on a single device used by any user for whom it acquires an Enterprise Plus or Standard Plus user [SAL](#).

Additional Software

Exchange Management Tools

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
2. Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Basic SAL

Outlook Web Access features that enable: E-Discovery, Exchange anti-spam, and Multi-Mailbox Search; Messaging and personal folder access; Internet mail protocol (SMTP, POP, IMAP) and Web browser access via any client; Personal Mail Folders, Address List, Calendar and Tasks (not shared with other users); Support for a single, second level domain for a single user or user organization; and Global Address List.

Subscriber Access License	Exchange Server 2019 Hosted Exchange Basic SAL (user)
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Standard SAL (or equivalent)

Functionality associated with Basic SAL; Support for a multiple, second level domains for a single user or user organization; Outlook Web Access features that enable: MAPI network protocol; Shared Folders, Address List, Contacts, Tasks and Calendar; Public Folders; Group scheduling, including viewing free/busy times of others; Mobile Notification, Browse and Synchronization; Unified Messaging.

Subscriber Access License	Exchange Server 2019 Hosted Exchange Standard SAL (user)
	Hosted Exchange Standard SAL for SA (user)
	Exchange Server 2019 Hosted Exchange Standard Plus SAL (user)
	Productivity Suite SAL (user)
	Productivity Suite SAL for SA (user)

Enterprise SAL (or equivalent)

Functionality associated with the Basic and Standard SALs; Compliance Management; Data Loss Prevention; and In-Place Holds and Archive.

Subscriber Access License	Exchange Server 2019 Hosted Exchange Enterprise SAL (user)
	Exchange Server 2019 Hosted Exchange Enterprise Plus SAL (user)
	Hosted Exchange Enterprise SAL for SA(user)

SALs for SA qualifying CALs

SAL for SA	Qualifying CALs
Hosted Exchange Standard SAL	Exchange Server 2019 Standard CAL
	Core CAL Suite
	Enterprise CAL Suite
Hosted Exchange Enterprise SAL	Exchange Server 2019 Standard CAL and Exchange Server 2019 Enterprise CAL
	Core CAL Suite and Exchange Server 2019 Enterprise CAL
	Enterprise CAL Suite

SAL Waiver – All editions

Customer does not need SALs for any End User's user or device that accesses Instances of the server software without being directly or indirectly authenticated by Active Directory or Exchange Server.

Productivity Suite

Product Version and Edition	Date Available
Productivity Suite (SAL or SAL for SA)	N/A

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Access License Requirement : All editions
DCP Eligible : All editions	Prerequisite : SALs for SA	

Additional Terms for Productivity Suite

Productivity Suite [SAL](#) and Productivity [SAL](#) for SA provides rights equivalent to the following [SALs](#): Hosted Exchange Standard [SAL](#), Skype for Business Server 2019 Standard and Enterprise [SAL](#), and SharePoint Server 2019 Standard [SAL](#). See Product Entries for these products.

Access Licenses

SALs for SA qualifying CALs

SAL for SA	Qualifying CALs
Productivity Suite SAL (for Core CAL Suite SA)	Core CAL Suite
	Enterprise CAL Suite
Productivity Suite SAL (for Enterprise CAL Suite SA)	Enterprise CAL Suite

Project Server

Product Version and Edition	Date Available
Project Server 2019 (SAL)	November 2018

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Project Server 2016
Access License Requirement : All editions	Additional Software : Yes	Client Software : Includes all Additional Software
DCP Eligible : Yes	Disaster Recovery : Per Processor editions	License Mobility : Per Processor editions

Additional Software

Software Development Kit

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Subscriber Access License	Project Server 2019 SAL (user)
	Project 2019 Professional SAL (user)

SharePoint Server

Product Version and Edition	Date Available
SharePoint Server 2019 Standard (SAL and SAL for SA)	November 2018
SharePoint Server 2019 Enterprise (SAL and SAL for SA)	November 2018
SharePoint 2019 Hosting (per Processor)	November 2018

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : SharePoint Server 2016
Access License Requirement : SharePoint Standard (SAL)	Additional Software : All editions	Client Software : Includes all Additional Software
DCP Eligible : All editions	Disaster Recovery : Per Processor editions	

Additional Software

Software Development Kit

License Model

Per Processor

Server Licenses (per processor)

- Customer may use the server software on a [Licensed Server](#) as described in the Product-Specific License Terms, provided it acquires sufficient [Licenses](#) as described below.
- One [License](#) is required for each [Physical Processor](#) on a [Licensed Server](#).
- Each [License](#) permits use of one [Running Instance](#) of the server software in one [OSE](#).

Subscriber Access Licenses (SALs) for Server Software

Access License

- Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
- Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Subscriber Access License	SharePoint Server 2019 Standard SAL (user)
	SharePoint Server 2019 Standard SAL for SA (user)
	Productivity Suite SAL (user)

Additional Functionality

Business Connectivity Services Line of Business Webparts, Office Business Connectivity Services Client Integration, Access Services, InfoPath Forms Services, Enterprise Search, E-discovery and Compl, Excel Services, PowerPivot, PowerView, Visio Services, PerformancePoint Services, Customer Analytics Reports, Advanced Charting.

Subscriber Access License	SharePoint Server 2019 Standard SAL/SAL for SA (user) and SharePoint Server Enterprise SAL/SAL for SA (user)
	Productivity Suite SAL/SAL for SA (user) and SharePoint Server 2019 Enterprise SAL/SAL for SA (user)

SALs for SA qualifying CALs

SAL for SA	Qualifying CALs
SharePoint Server 2019 Standard SAL	SharePoint Server Standard CAL
	Core CAL Suite
	Enterprise CAL Suite
SharePoint Server 2019 Enterprise SAL	SharePoint Server Standard CAL and SharePoint Server Enterprise CAL
	Core CAL Suite and SharePoint Server Enterprise CAL
	Enterprise CAL Suite

Permitted use of SharePoint Hosting

The requirement for SharePoint Server 2019 [SALs](#) are waived to access to content, information, and applications hosted on SharePoint Server software by External Users and internal users accessing the same content, information, and applications as the [External Users](#). Access to, information, and applications hosted on SharePoint Server software that are limited to internal users must be licensed under SharePoint Server [SALs](#).

SharePoint Hosting – Licensing Based on Processors Used

Physical OSE

To run [Instances](#) of the server software in the [Physical OSE](#) on a [Server](#), you need a license for each physical processor that the [Physical OSE](#) uses.

Virtual OSE

To run [Instances](#) of the server software in [Virtual OSEs](#) on a [Server](#), you need a license for each virtual processor* that each of those [Virtual OSEs](#) uses. If a [Virtual OSE](#) uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

*A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. [Virtual OSEs](#) use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system. So, for any given [Virtual OSEs](#) on a server on which each physical processor provides X logical processors, the number of licenses required is the sum of A) and B) below:

- one license for every X logical processors that [Virtual OSE](#) uses
- one license if the number of logical processors it uses is not a whole number multiple of X. "X," equals the number of cores, or where relevant, the number of threads in each physical processor.

Skype for Business Server

Product Version and Edition	Date Available
Skype for Business Server 2019 Standard (SAL and SAL for SA)	November 2018
Skype for Business Server 2019 Enterprise (SAL and SAL for SA)	November 2018
Skype for Business Server 2019 Plus (SAL and SAL for SA)	November 2018
Skype for Business 2019 Enterprise Plus (SAL and SAL for SA)	November 2018

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Skype for Business Server 2015
Prerequisite : SAL for SA	Access License Requirement : All editions	Additional Software : All editions

Client Software : Includes all Additional Software	DCP Eligible : All editions	Included Technologies : Windows Software Components
Notices : VC-1		

Skype for Business Client Software

Customer may create and run one [Instance](#) of the Skype for Business client software in one [Physical OSE](#) or [Virtual OSE](#) on (a) any device for which Customer acquires a [Device SAL](#) or (b) a single device used by any user for whom Customer acquires a [User SAL](#).

Additional Software

Skype for Business 2015 Web App Plug-in	Administrative Tools	Skype for Business 2015 Group Chat Administration Tool
Topology Builder	PowerShell Snap-in	Skype for Business Server 2015 Attendant

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Standard Functionality

All Instant Messaging functionality, All Presence functionality, All Group Chat functionality, All PC-to-PC computer audio and video functionality.

Subscriber Access License	Skype for Business Server 2019 Standard SAL (user or device)
	Skype for Business Server 2019 Standard SAL for SA (user or device)
	Productivity Suite SAL (user)

Enterprise Functionality

Functionality associated with Standard [SAL](#); All Audio, Video, and Web Conferencing functionality, All Desktop Sharing functionality, Room Systems functionality, Multiple HD Video Streams functionality.

Subscriber Access License	Skype for Business Server 2019 Enterprise SAL (user or device)
	Skype for Business Server 2019 Enterprise SAL for SA (user or device)
	Productivity Suite SAL (user)

Plus Functionality

Functionality associated with Standard [SAL](#); All Voice Telephony functionality, All Call Management functionality.

Subscriber Access License	Skype for Business Server 2019 Plus SAL (user or device)
	Skype for Business Server 2019 Plus SAL for SA (user or device)

Enterprise Plus Functionality

Functionality associated with Standard [SAL](#), Enterprise [SAL](#), and Plus [SAL](#).

Subscriber Access License	Skype for Business Server 2019 Enterprise Plus SAL (user or device)
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SAL Waiver – All Editions

Customer does not need [SALs](#) for any End User's user or device that accesses [Instances](#) of the server software without being directly or indirectly authenticated by Active Directory or Skype for Business Server.

SALs for SA Qualifying CALs

SAL for SA	Qualifying CALs
Skype For Business Server 2019 Standard SAL	Skype For Business Server 2019 Standard CAL
	Core CAL Suite
	Enterprise CAL Suite
Skype For Business Server 2019 Enterprise SAL	Skype For Business Server 2019 Standard CAL and Skype For Business Server 2019 Enterprise CAL
	Core CAL Suite and Skype For Business Server Enterprise CAL
	Enterprise CAL Suite
	Office 365 Enterprise E3, E4, E5 or, Education A3, E4, A5, or Government E3 or E4 User SL
	Microsoft 365 E3 and E5
Skype For Business Server 2019 Plus SAL	Skype for Business Server 2019 Standard CAL and Skype For Business Server 2019 Plus CAL
	Core CAL Suite and Skype For Business Server Plus CAL
	Enterprise CAL Suite and Skype For Business Server Plus CAL
	Office 365 Enterprise E4, E5, or, Education E4, A5, or Government E4 User SL
	Microsoft 365 E5

Skype for Business Web Apps

Server Role

Customer may use Skype for Business Web App Server Role on its servers solely in support of Software Services Customer delivers using Skype for Business Server.

Applications

Each device for which Customer acquires a Device [SAL](#) and each user for whom Customer acquires a User [SAL](#) may access and use the Skype for Business Web App software solely to support access to and use of Skype for Business Server 2019, in order to view (but not edit) documents.

Server Virtualization and Management Suites

Core Infrastructure Server (CIS) Suite

Product Version and Edition	Date Available
Core Infrastructure Server Suite Standard (Core License)	Refer to Date Available for component Products
Core Infrastructure Server Suite Datacenter (Core License)	Refer to Date Available for component Products

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: All editions
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Applicable Use Rights

Customer's access and use of CIS software is governed by the applicable [License Terms](#) for the individual Products comprising the CIS software as modified by these License Terms.

Software Included with CIS Suite Standard

CIS Suite Standard includes the latest versions of Windows Server Standard and System Center Standard. For each [Server](#) on which Customer runs CIS Suite Standard software, the number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed](#)

Server subject to a minimum of 8 Licenses per Physical Processor. For each Server to which the required number of Licenses of CIS Suite Standard has been assigned Customer may, on the Licensed Server, at any one time:

- Use one Running Instance of the Windows Server Standard server software in the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
- Use System Center Standard to Manage the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
- Use or Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

Customer may assign additional CIS Suite Standard edition Licenses to the Licensed Server equal to the number specified above and run the server software in one additional OSE and Manage one additional OSE on the Licensed Server.

Software Included with CIS Suite Datacenter

CIS Suite Datacenter includes the latest versions of Windows Server Datacenter and System Center Datacenter. For each Server on which Customer runs CIS Suite Datacenter software, the number of Licenses required equals the number of Physical Cores on the Licensed Server subject to a minimum of 8 Licenses per Physical Processor. For each Server to which the required number of Licenses of CIS Suite Datacenter has been assigned Customer may, on the Licensed Server, at any one time:

- Use the Windows Server Datacenter server software in any number of OSEs on the Licensed Server.
- Use the System Center Datacenter server software to Manage any number of OSEs on the Licensed Server.
- Use or Manage any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

Management License

For purposes of applying the License Terms for System Center to Customer's use of the CIS Suite software, Customer is deemed to have assigned to the Licensed Server System Center Licenses equal to the number of CIS Suite Licenses assigned to the Server.

Additional Terms

Customer may run a prior version or a down edition of any of the individual Products included in the CIS Suite as permitted in the License Terms for that Product in the SPUR. All other requirements to acquire and assign SALs to users or devices for access and management, as set forth in the SPUR, remain in full force and effect.

Cloud Platform Suite

Product Version and Edition	Date Available
Cloud Platform Suite (Host License)	August 2014
Cloud Platform Guest (Guest License)	August 2014

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Access License Requirement : Guest
Down Editions : Guest only (2012 or earlier versions of Windows Server Standard, Windows Server Enterprise, Windows Server Datacenter, Windows Server Essentials, Windows Web Server, Windows HPC Server Operating System)	Included Technologies : Windows Server, SQL Server, System Center, Windows Azure Pack, Windows Software Components	Notices : Internet-based Features, H.264/AVC and VC-1

Restricted Use of Software Components

The Cloud Platform Suite software includes the following components: Windows Server 2012 R2, System Center 2012 R2, Windows Azure Pack for Windows Server, SQL Server 2012 Standard.

Additional Terms - Cloud Platform Suite (Host)

By acquiring a license for the Cloud Platform Suite software, Customer is not acquiring licenses for the individual software components identified above. Customer may use these software components solely as described in this section.

System Center 2012 R2

Customer must use this component only to manage the Physical OSEs and Virtual OSEs in its Host Fabric and to manage Instances of the Cloud Platform Guest (licensed separately) and/or instances of non-Microsoft operating systems that are hosted on its Host Fabric.

Windows Azure Pack

Customer must use this component for provisioning and deployment of any Physical OSE or Virtual OSE in its Host Fabric.

SQL Server 2012 Standard

Customer may use this component only to support System Center 2012 R2 and/or Windows Azure Pack. Customer may not use this component to create, configure, query, modify or otherwise use a database that is not directly used by System Center 2012 R2 and/or Windows Azure Pack.

Windows Server 2012 R2

Customer must use this component as the operating system for Physical OSEs and Virtual OSE running on its Host Fabric. In any Physical OSE or Virtual OSE that uses this component as the operating system, Customer may use all available functionality in this component to deploy, configure, manage and operate its Host Fabric. In any Physical OSE or Virtual OSE that uses this component as the operating system Customer may, however, run only the following applications solely for the following purposes:

- System Center 2012 R2 for the purposes described above;
- Windows Azure Pack for the purposes described above;
- SQL Server 2012 Standard for the purposes described above.

Customer may not run any other application for any other purpose in any Physical OSE or Virtual OSE in its Host Fabric that uses the Windows Server 2012 R2 component as its operating system.

Additional Terms - Cloud Platform (Guest)

Separate Guest Licenses

Customer must acquire a separate Microsoft Cloud Platform Guest license for each Instance of the Microsoft Cloud Platform Guest hosted on its Host Fabric.

Additional Software

For a list of additional software go to <http://go.microsoft.com/fwlink/?LinkId=290987>.

License Model

Host/Guest

The Host/Guest licensing model requires both host licenses and guest licenses, as well as SALs for users accessing certain guest software functionality. Host licenses are required for Customer's Host Fabric. Guest licenses are required for Customer's guest Virtual OSEs.

Assigning Licenses

Before using the software for Host Fabric, Customer must assign to each Server in its Host Fabric one host license for each Physical Processor in the Server. Each Server to which Customer assigns the required number of Licenses is a "licensed host server."

Software Use

Host Software

Software Customer licenses under host licenses is "host software." After Customer assigns the required number of host licenses, Customer may run any number of Instances of the host software to deploy, configure, manage and operate its Host Fabric. Use of the host software is subject to the limitations set forth in the Product Specific License Terms section.

Guest Software

Software Customer licenses under guest licenses is “guest software.” Guest software consists of server software and additional software. Customer may run the guest server software only in a [Virtual OSE](#) hosted using the Hyper-V virtualization functionality of the Microsoft Cloud Platform Suite on a licensed host server. For each guest software license Customer acquires, Customer may run a single [Instance](#) of the guest server software and any number of [Instances](#) of the additional software. Additional software may run in [Physical OSEs](#) and [Virtual OSEs](#) on any number of devices and may be used only with the guest server software.

Access Licenses

Cloud Platform Suite (Host)

SAL Waiver

A [SAL](#) is not required for other devices to access the [Instances](#) of the Cloud Platform Suite software.

Cloud Platform Suite (Guest)

Server Software Access

The license terms applicable to the access of Remote Desktop Services, Application Virtualization for Remote Desktop Services, Rights Management Services and Microsoft Identity Manager functionality in the Windows Server Product Entry apply to access of these functionalities in the Cloud Platform Guest.

SQL Server

Product Version and Edition	Date Available
SQL Server 2022 Enterprise Core (Core License)	November 2022
SQL Server 2022 Standard (Core License)	November 2022
SQL Server 2022 Standard (SAL)	November 2022
SQL Server 2022 Web Core (Core License)	November 2022

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: All editions	Prior Version: SQL Server 2019
Access License Requirement: SAL editions	Additional Software: All editions	Client Software: All editions
DCP Eligible: SAL editions only	Disaster Recovery: Core Editions	Down Editions: Enterprise to 2008 R2 Datacenter, or any version of Business Intelligence, Standard, Workgroup or Small Business; Standard to any version of Workgroup or Small Business
Fail-Over Rights: Core Editions	Included Technologies: Windows Software Components	License Mobility: Core Editions
Notices: Internet-based Features		

Additional Terms for SQL Server Web Core

The software may be used only to support public and Internet accessible Web pages, Web sites, Web applications and Web services. It may not be used to support line of business applications (e.g., Customer Relationship Management, Enterprise Resource Management and other similar applications).

Automatic Updates to Previous Versions of SQL Server

If the software is installed on Servers or devices running any supported editions of SQL Server prior to SQL Server 2012 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be

recoverable. By installing this software on a Server or device that is running such editions Customer consents to these updates in all such editions and copies of SQL Server (including components of any of them) running on that Server or device.

Usage Feedback

SQL Server will send Usage Feedback and Crash Dumps as described in the [privacy statement](#), with the modification that this feature cannot be turned off except by End Users. Customer must [indicate](#) at the time of deployment that the deployed Instance of SQL Server has been licensed under the SPLA agreement.

Client Software - All editions

Documentation Components	Client Tools Connectivity
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Additional Software - All editions

Client Quality Connectivity	Client Quality Connectivity	Client Tools Connectivity
Client Tools SDK	Data Quality Client	Distributed Replay Client
Documentation Components	Management Tools - Basic	Management Tools - Complete
Reporting Services Add-in for SharePoint Products	SQL Client Connectivity SDK	

License Model

Per Core (Applications)

For Products under the Per Core (Applications) License Model, Customer must choose either licensing by [Physical Core](#) on a [Server](#) or licensing by [Individual Virtual OSE](#). The terms for each are set forth below.

Server Licenses (per core) – Licensing by Physical Core on a Server

1. Customer may use the server software on a [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
2. The number of [Licenses](#) required equals the number of [Physical Cores](#) on the [Licensed Server](#) subject to a minimum of four per core [Licenses](#) per [Physical Processor](#).
3. For enterprise editions, Customer may use any number of [Running Instances](#) of the server software on the [Licensed Server](#) in the [Physical OSE](#) and/or any number of [Virtual OSEs](#).
4. For other editions Customer may use any number of [Running Instances](#) of the server software only in the [Physical OSE](#) on the [Licensed Server](#).

Server Licenses (per core) – Licensing by Individual Virtual OSE

- Customer may use any number of [Running Instances](#) of the server software in any [Virtual OSE](#) on the [Licensed Server](#), provided it acquires sufficient [Licenses](#) as described below.
- The number of [Licenses](#) required equals the number of [Virtual Cores](#) in the [Virtual OSE](#), subject to a minimum of four License per [Virtual OSE](#).
- If any [Virtual Core](#) is at any time mapped to more than one [Hardware Thread](#), Customer needs a [License](#) for each [Hardware Thread](#) to which it is mapped.

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

SQL Server Standard	
Subscriber Access License	SQL Server 2022 Standard (user)

System Center

Product Version and Edition	Date Available
System Center 2022 Standard (Core License)	April 2022
System Center 2022 Datacenter (Core License)	April 2022
System Center Configuration Manager 1606 (SAL)	March 2019
System Center 2019 Data Protection Manager (SAL)	March 2019
System Center Endpoint Protection 1606 (SAL)	March 2019
System Center 2022 Operations Manager (SAL)	April 2022
System Center 2022 Orchestrator (SAL)	April 2022
System Center 2022 Service Manager (SAL)	April 2022

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : System Center 2019
Access License Requirement : SAL editions	Client Software : All editions	DCP Eligible : SALs only
Disaster Recovery : All Editions	Included Technologies : SQL Server Technology; Windows Software Components	Notices : Bing Maps; Internet-based Features

No Copying or Distributing Data Sets - All Editions

Customer may not copy or distribute any data set (or any portion of a data set) included in the software.

No Copying or Distributing Data Sets - All Editions

Customer may not copy or distribute any data set (or any portion of a data set) included in the software.

License Waivers - All editions

Customer does not need core Licenses or [SALs](#) for:

- any [OSEs](#) in which there are no [Running Instances](#) of software,
- any of Customer's network infrastructure devices functioning only for the purpose of transmitting network data and not running Windows Server,
- conversion of [OSEs](#) from [Physical OSE](#) to [Virtual OSE](#), or
- any devices solely monitored or managed for the status of hardware components with respect to system temperature, fan speed, power on/off, system reset, or CPU availability.

Additional Terms for System Center Datacenter and Standard

Customer may [Manage Licensed Servers](#) using System Center Endpoint Protection, subject to the License Model terms.

Windows Server Containers without Hyper-V Isolation

Customer may [Manage](#) any number of [OSEs](#) instantiated as Windows Server Containers without Hyper-V isolation on the [Licensed Server](#).

Additional Terms for System Center Configuration Manager, System Center Data Protection Manager, System Center Operations Manager, System Center Orchestrator and System Center Service Manager

Customer must assign Client OSE SALs to devices shared by one or more users, unless all of the users are assigned Client User SALs.

Client Software

System Center Data Protection Manager, System Center Operations Manager, System Center Orchestrator, System Center Service Manager and System Center Configuration Manager 1606

If the product includes any of the following components, such components are considered Client Software for that product.

Configuration Manager Client	Device Management Point	Custom Updates Publishing Tool
Distribution Point	Fallback Status Point	Inventory Tool for Microsoft Updates
PXE Service Point	Audit Collection Services software	Power Shell
Business Intelligence Development Studio	Legacy Components	Notification Services Client Components
Reporting Services Shared Tools	Software Development Kit	Management Point
Reporting Point	Secondary Site Server	Server Locator Point
Software Update Point	State Migration Point	System Health Validator Point
Out of Band Service Point	Connector Framework	Analysis Services Shared Tools
Connectivity Components	Management Tools	Data warehouse management server
SQL Server Shared Tools	SQL Server Books Online	Service Manager console
AVIcode Incident Snapshot Utility	AVIcode Intercept Agent	AVIcode SharePoint Application Cartridge
AVIcode Advisor 5.7	AVIcode Intercept uX Management Pack for Operations Manager	AVIcode SharePoint Application Management Pack for Operations Manger
Quick Integration Kit	Opalis Integration Server	Data Protection Manager Remote Comand-Line
SQL XML Client Features	SQL Server Mobile Server Tools	Data warehouse Database
Self-service portal	AVIcode Incident Upload Utility	AVIcode Intercept SE-Viewer
AVIcode BizTalk Application Cartridge	AVIcode Reporting Services Cartridge	AVIcode .NET Enterprise Management Pack
AVIcode BizTalk Application Management Pack	AVIcode Reporting Services Management Pack	Opalis Operator Console Installer
Data Protection Manager Agent	Virtual Machine Manager Self Service Portal	Server Application Virtualization
VMRC Client	Physical to Virtual Agent	

System Center 2022 Datacenter and Standard

Unified Installer	Configuration Manager Console	Device Management Point
Administrator Console	Service Manager Console	Opalis Operator Console Installer
SQL Server	All other Management Consoles	

License Model

Per Core (Management)

Server Management Licenses (per core)

- Customer may use the software on any Server to Manage OSEs on a Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor.
- Standard edition
 - Standard edition permits use of the software to Manage up to one OSE on the Licensed Server.

- Standard edition permits Management of the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
- Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and Manage one additional OSE on the Licensed Server.
- Datacenter edition permits use of the server software to Manage any number of OSEs on the Licensed Server.
- OSEs running Server operating systems require Server Management Licenses.
- Customer may use the software to Manage OSEs running server operating systems only.

Subscriber Access Licenses (SALs) for Management Servers

Access License

1. Provided it acquires one or more SALs, Customer may use any number of Running Instances of the software to Manage OSEs on Licensed Devices or devices used by Licensed Users.
2. Customer must acquire a SAL for each OSE or each user of OSEs Customer uses the software to Manage.
3. SALs do not permit Management of any OSE running a server operating system.

Access Licenses

Server Software Access

System Center Configuration Manager	
Subscriber Access License	System Center Configuration Manager 1606 SAL (client OSE or user)
System Center Data Protection Manager	
Subscriber Access License	System Center 2019 Data Protection Manager SAL (client OSE or user)
System Center Endpoint Protection	
Subscriber Access License	System Center Endpoint Protection 1606 SAL (user or device)
System Center Operations Manager	
Subscriber Access License	System Center 2022 Operations Manager SAL (Client OSE or user)
System Center Orchestrator	
Subscriber Access License	System Center 2022 Orchestrator SAL (Client OSE or user)
System Center Service Manager	
Subscriber Access License	System Center 2022 Service Manager SAL (Client OSE or user)

Microsoft Virtualization Hosting for Desktops

Microsoft Application Virtualization Hosting for Desktops

Product Version and Edition	Date Available
Microsoft Application Virtualization Hosting for Desktops (SAL)	November 2015

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : Yes	Access License Requirement : Yes
DCP Eligible : Yes	Prerequisite : Microsoft Dynamics NAV 2013 R2	

Application Virtualization with Microsoft Products and Components of Microsoft Products

The following Microsoft products may be used with Microsoft Application Virtualization Hosting for Desktops or other third-party application virtualization technologies: Microsoft Dynamics NAV 2013 R2.

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Subscriber Access License	Microsoft Application Virtualization Hosting for Desktop SAL (user)
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Microsoft User Experience Virtualization Hosting for Desktops

Product Version and Edition	Date Available
Microsoft User Experience Virtualization Hosting for Desktops v2.1 (SAL)	March 2015

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms: Yes	Access License Requirement: Yes
DCP Eligible: Yes		

Additional Terms

Microsoft User Experience Virtualization Hosting for Desktops v2.1 may be provided only in conjunction with desktops delivered as a service under SPLA using Windows Server or Windows Server and Windows Server Remote Desktop Services (RDS) or similar technology. The software may not be used with the Windows desktop operating system. Users to whom Customer delivers desktops using Windows Server and Windows Server Remote Desktop Services (RDS) or similar technology also require Windows Server RDS SALs.

License Model

Subscriber Access Licenses (SALs) for Server Software

Access License

1. Provided it acquires one or more [SALs](#) for the software, Customer may use any number of [Running Instances](#) of the server software.
2. Customer must acquire a [SAL](#) for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Subscriber Access License	Microsoft User Experience Virtualization Hosting for Desktop v2.1 SAL (user)
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Windows Server

Product Version and Edition	Date Available
Windows Server 2019 Essentials (Processor License)	October 2018
Windows Server 2022 Standard (Core License)	September 2021
Windows Server 2022 Datacenter (Core License)	September 2021
Windows Server 2022 Active Directory Rights Management (SAL)	September 2021
Windows Server 2022 Remote Desktop Services (SAL)	September 2021
Microsoft Identity Manager 2016 (SAL)	October 2016

Use Rights

License Terms: Universal License Terms	Product-Specific License Terms : All editions	Prior Version : Windows Server 2019, Windows Server 2016 Essentials
Access License Requirement : All editions	Additional Software : All editions	DCP Eligible : SALs only
Disaster Recovery : All editions	Down Editions : Datacenter to Standard or Essentials; Standard to Essentials	Notices : Internet-based Features, H.264/MPEG-4 AVC and/or VC-1, Malware protection

Required Disclosure associated with use of Windows Server for Hosting of Graphical User Interface

Desktops delivered as a service are supported under SPLA using Windows Server and Remote Desktop Services (RDS). If Customer chooses to deliver a service of this type, Customer must explicitly identify in its marketing materials that this infrastructure is being used for service delivery. The Windows Desktop Operating System cannot be used to provide a hosted client, hosted graphical user interface or desktop as a service.

Testing, Maintenance and Administrative Access -- Windows Server Datacenter and Standard

For each [Running Instance](#) in an [OSE](#) on a [Licensed Server](#), Customer may permit up to two users, in addition to those permitted under the general allowance of administrative users within its data center as set forth in the "Server administration and maintenance" section of its SPLA, to use or access the server software to directly or indirectly host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology). This use is for the sole purpose of testing, maintenance, and administration of products licensed under Customer's SPLA. These users do not need Remote Desktop Services [SALs](#).

Additional Terms for Windows Server Essentials

Running Instances

Customer may use one [Running Instance](#) of the software in one [OSE](#), unless the [Running Instance](#) used in the [Physical OSE](#) is used only to host and manage [Virtual OSEs](#), in which case Customer may use one [Running Instance](#) in the [Physical OSE](#) and one [Running Instance](#) in a [Virtual OSE](#). Customer must run the server software within a domain where the [Licensed Servers](#) Active Directory is configured as (i) the domain controller (a single [Server](#) which contains all the flexible single master operations (FSMO) roles), (ii) the root of the domain forest, (iii) not to be a child domain, and (iv) to have no trust relationships with any other domains.

Using the Server Software

A User Account is a unique user name with its associated password created through the Windows Server Essentials Console. Customer may use up to 25 user accounts. Each user account permits a named user to access and use the server software on that [Server](#). Customer may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

Windows Server Essentials Connector

Customer may install and use the Windows Server Essentials Connector software on no more than 50 devices at any one time. Customer may use this software only with the server software.

Windows Server Containers without Hyper-V isolation with Windows Server 2022 Standard and Datacenter

Customer may use any number of OSEs instantiated as Windows Server Containers without Hyper-V isolation on the Licensed Server.

Additional Software

AD Migration Tool	GBUNIECN.EXE Utility
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License Model

Per Core (OS)

Server Licenses (per core)

- Customer may use the server software on a Licensed Server, provided it acquires sufficient Server licenses as described below.
- The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor.
- Standard edition
 - Standard edition permits use of the server software in one OSE on the Licensed Server.
 - Standard edition permits use of one Running Instance of the server software in the Physical OSE on the Licensed Server (in addition to one Virtual OSE), if the Physical OSE is used solely to host and Manage the Virtual OSE.
 - Customer may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2 above and run the server software in one additional OSE on the Licensed Server.
 - Datacenter edition permits use of the server software in any number of OSEs on the Licensed Server.

Per Processor

Server Licenses (per processor)

- Customer may use the server software on a Licensed Server as described in the Product-Specific License Terms, provided it acquires sufficient Licenses as described below.
- One License is required for each Physical Processor on a Licensed Server.
- Each License permits use of one Running Instance of the server software in one OSE.

Subscriber Access Licenses (SALs) for Server Software

Access License

- Provided it acquires one or more SALs for the software, Customer may use any number of Running Instances of the server software.
- Customer must acquire a SAL for each user or device authorized by Customer to access the server software regardless of actual access.

Access Licenses

Server Software Access

Windows Server Datacenter and Standard

Windows Server Remote Desktop Functionality	
Subscriber Access License	Windows Server 2022 Remote Desktop Services SAL ¹ (user)

¹Also required for use of Windows Server to host a graphical user interface (using the Windows Server Remote Desktop Services functionality or other technology).

Azure Virtual Desktop with Windows Server Functionality	
Subscriber Access License	Windows Server 2022 Remote Desktop Services SAL ² (user)

²Customer may use Azure Virtual Desktop running Windows Server through September 30, 2025, provided it acquires one or more Windows Server 2022 Remote Desktop Services SALs. Additional Windows Server core licenses are not required under Customer's SPLA. Customer must purchase Microsoft Azure Services under a separate contract subject to the Microsoft Product Terms; Customer must also purchase Windows Server core licenses under that separate contract in order to use the Microsoft Azure Hybrid Benefit.

Windows Server Active Directory Rights Management Functionality	
Subscriber Access License	Windows Server 2022 Active Directory Rights Management SAL (user)
Microsoft Application Virtualization for Remote Desktop Services Functionality	
Subscriber Access License	Windows Server 2022 Remote Desktop Services SAL (user)
Microsoft Identity Manager Functionality	
Subscriber Access License	Microsoft Identity Manager 2016 SAL ³ (user)

³A SAL is also required for any person for whom the software issues or manages identity information.

Synchronization Service Usage Only - Microsoft Identity Manager

If using only the synchronization services of Microsoft Identity Manager, SALs are not required.



Pricing Proposal
Quotation #: 24547867
Reference #: 62449327
Created On: 2/27/2024
Valid Until: 3/29/2024

TX-County of Johnson

Dan Milam

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Inside Account Manager

Jeidys Noboa

290 Davidson Ave
Somerset, NJ, 08873
Phone: | Toll Free: 888-394-5232 ext.:
6524741
Fax: 888-394-5322
Email: Jeidys_Noboa@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CCAL Bridge O365 FSA Sub Per User Per User Microsoft - Part#: AAA-12417 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	650	\$15.84	\$10,296.00
2 CCAL Bridge O365 Sub Platform Per User Microsoft - Part#: AAA-12415 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	110	\$18.96	\$2,085.60
3 CIS Suite Datacenter Core ALng SA 2L Microsoft - Part#: 9GS-00135 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	56	\$156.97	\$8,790.32
4 Intune P1 GCC Sub Per User Microsoft - Part#: 3QA-00005 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	50	\$70.08	\$3,504.00
5 O365 G3 FSA Renewal GCC Sub Per User Microsoft - Part#: AAA-11924 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	650	\$212.52	\$138,138.00
6 O365 G3 GCC Sub Per User	110	\$250.08	\$27,508.80

Microsoft - Part#: AAA-11894
Contract Name: Adobe/Microsoft Software & Related Services
Contract #: DIR-CPO-5237
Coverage Term: 5/1/2024 – 4/30/2025
Note: Year 1 of 3

7	SQL CAL ALNg SA User CAL Microsoft - Part#: 359-00961 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	164	\$38.00	\$6,232.00
8	SQL Server Standard ALNg SA Microsoft - Part#: 228-04433 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	10	\$160.27	\$1,602.70
9	WINE3perDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	650	\$46.26	\$30,069.00
10	Win Enterprise Device ALNg Upgrade SA Platform Microsoft - Part#: KV3-00356 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 5/1/2024 – 4/30/2025 Note: Year 1 of 3	25	\$57.83	\$1,445.75

Subtotal	\$229,672.17
Shipping	\$0.00
Total	\$229,672.17

Additional Comments

This quote has been marked as budgetary, as certain pricing may require approval from Microsoft. Please note, SHI is unable to process Purchase Orders against budgetary quotes. Kindly reach out to your SHI sales team for a Final Quote once you have determined your required counts and licenses.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.