Microsoft Volume Licensing

License Agreement/Product Use Rights

August 2012

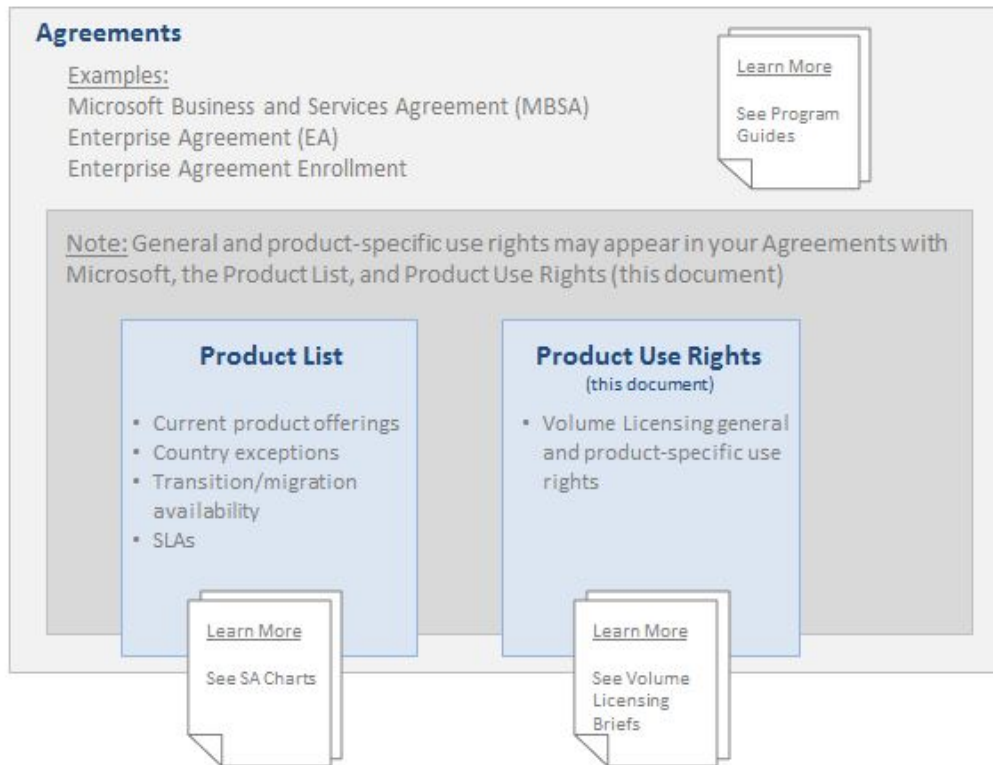# Table of Contents

Introduction

USING THIS DOCUMENT

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

HOW TO DETERMINE WHICH LICENSE TERMS APPLY TO A PRODUCT

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

Universal License Terms

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

General License Terms

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

Product-Specific License Terms

Product-Specific License Terms apply specifically to the product or products under which they are listed.
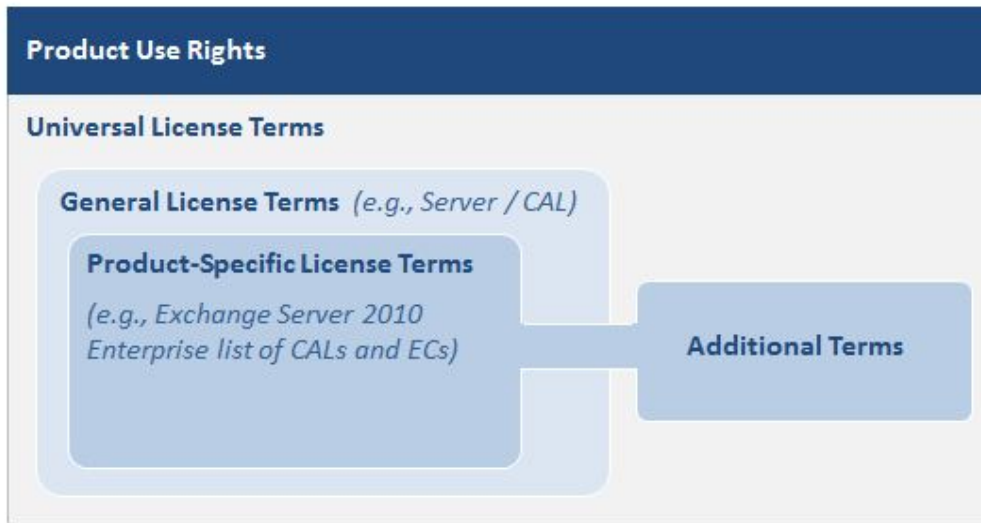
LICENSING MODELS

There are ten different Licensing Models used for acquiring licensed products through Microsoft Volume Licensing:

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

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

Notices

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

Software Assurance Benefits

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

Additional Software

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

PRIOR VERSIONS AND PRODUCTS NO LONGER AVAILABLE WORLDWIDE

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

CLARIFICATIONS AND SUMMARY OF CHANGES

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

Additions	Deletions
• MapPoint 2013 Fleet and Standard Editions	• MapPoint 2011 Fleet and Standard Editions
• Microsoft Dynamics AX 2012	• Streets & Trips 2011
• Streets & Trips 2013	• Visual Studio 2010 Premium, Premium with MSDN, Professional, Professional with MSDN, Professional with MSDN Embedded, Ultimate, and Ultimate with MSDN
• Translator API	• Visual Studio LightSwitch 2011
• Visual Studio Premium 2012 with MSDN, Professional 2012, Professional 2012 with MSDN, Ultimate 2012 with MSDN, Test Professional 2012 with MSDN	• Visual Studio Team Explorer Everywhere 2010
• Windows 8 Professional	• Visual Studio Test Professional 2010 and Test Professional 2010 with MSDN
• Windows Server 2012 Standard and Datacenter	• Windows 7 Professional
	• Windows HPC Server 2008 R2 Suite
	• Windows Server 2008 R2 Standard, Enterprise, Datacenter, for Itanium Based Systems and HPC Edition
	• Windows Web Server 2008 R2

Licensing Model Updates

We added a new Servers: Processor/CAL licensing model. Products formerly under the Server Operating Systems licensing model and not moving to the new model – Windows MultiPoint Server and Windows Small Business Server are now addressed in the Server/CAL section of this document.

Windows Azure Platform Offerings

We added License Agreement/Product Use Rights for SQL Server under the Windows Azure Platform Offerings.

Universal License Terms

These license terms apply universally to your use of Microsoft software and Online Services licensed under your volume licensing agreement. If you are an entity of the United States Government, these Microsoft License Agreement/Product Use Rights constitutes an addendum to the volume license agreement between you and an authorized Microsoft reseller or Government Partner pursuant to which you order Licenses for Microsoft Products and/or Online Services (the "Government Contract") and shall be governed by the laws of the United States. References to "your volume license agreement" in these License Agreement/Product Use Rights refer to the Government Contract including these License Agreement/Product Use Rights.

We will not (i) submit "cost or pricing data" as defined at 48 CFR 2.101, or (ii) provide any Licenses for Microsoft Products and/or Online Services that you determine does not meet the definition of "commercial items" as defined at 48 CFR 2.101. You acknowledge and agree that we sell Licenses for Microsoft Products and Online Services as commercial items only and we will engage as a subcontractor for Licenses for Microsoft Products and/or Online Services subject only to the required U.S. Government flow down clauses listed at 48 CFR 52.244-6, "Subcontracts for Commercial Items," plus any other terms applicable to your selected Licenses or Online Services upon which we and Government Partner mutually agree in writing.

In the event that you change your initial determination and determine that Online Services do not constitute commercial items after performance has materially begun, we will continue performing the Online Services while the parties actively negotiate a termination for convenience applicable to the Online Services provided by us. During that period, we will cooperate in transition of the Online Services to another provider of similar solutions or back to you.

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

Definitions

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

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

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

Cluster Node means a device that is dedicated to running clustered HPC applications (see "Clustered HPC Application") or providing job scheduling services for clustered HPC applications.

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

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

Cycle Harvesting Node means a device that is not dedicated to running clustered HPC applications (see "Clustered HPC Application") or job scheduling services for clustered HPC applications.

External Connector License means a License attached to a server that permits access to the server software by external users.

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

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

Hardware Thread means either a physical core (see "Physical Core") or a hyper-thread in a physical processor (see "Physical Processor").

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

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

Licensed Server means the single server (see "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.

Location Lookup Transactions means transactions that identify the street address or intersection of streets. They include the raster or vector image depicting such location on a map, based on the user's search.

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 (see "Operating System Environment (OSE)"). It does not include discovering the presence of a device or OSE.

Map Transactions means transactions that involve a single raster or vector image depicting one of the following:

- a sensor-generated location to identify the location and scale of the raster or vector map, or
- a map for a pre-determined specified geographical area for use to display the vector image.

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

Physical Core means a core in a physical processor (see "Physical Processor"). A physical processor consists of one or more physical cores.

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

Physical Processor means a processor in a physical hardware system. Physical OSEs (see "Operating System Environment (OSE)") use physical processors.

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

Route Transactions means one or more of the following:

- text or voice driving directions from a single origin to a single destination, but not real time text or voice driving directions,
- the travel time and/or distance for all or any portion of such route, and/or
- a single raster or vector image or series of either depicting a map.

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

SL means subscription license (e.g., User, Device, Add-on or Services SL).

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

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

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

Virtual Core means the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs (see "Virtual OSE") use one or more virtual cores.

Virtual OSE means an OSE (see "Operating System Environment (OSE)") that is configured to run on a virtual (or otherwise emulated) hardware system.

Virtual Processor means a processor in a virtual (or otherwise emulated) hardware system. Virtual OSEs (see "Operating System Environment (OSE)") use virtual processors. Solely for licensing purposes under the Server: Per Processor licensing model, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

Your Use Rights

If you comply with your volume licensing agreement, including these License Agreement/Product Use Rights and the Product List, you may use the software and Online Services only as expressly permitted in these License Agreement/Product Use Rights.

Rights to use other versions

For any permitted copy or instance, you may create, store, install, run or access in place of the version licensed, a copy or instance of a prior version, different permitted language version, or different available platform version (for example, 32 bit or 64 bit). If you

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Third Party Software

The software may contain third party programs which may be licensed under proprietary or open source license terms. The terms that come with proprietary programs apply unless otherwise stated in those terms. The terms that govern third party open source software are indicated in the ThirdPartyNotices.txt file accompanying the Microsoft Product or in the source code header files for the open source software.

Pre-release Code

If other terms come with pre-release code, those terms apply to your use of it.

Updates and Supplements

We may update or supplement the software you license. If so, you may use that update or supplement with the software. If other terms come with an update or supplement, those terms apply to your use of it.

No Commercial Hosting

You may not host the Products for commercial hosting services.

Technical Limitations

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

Other Rights

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

Documentation

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

License Reassignment

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

LIMITATIONS ON LICENSE REASSIGNMENT

Generally, you may not reassign:

- Licenses on a short-term basis (i.e., not within 90 days of the last assignment)
- Licenses for the Windows desktop operating system
- Licenses for Rental Rights for Office or Windows
- Software Assurance coverage separately from the underlying License.

CONDITION ON LICENSE REASSIGNMENT

In all cases, when you reassign a License from one device or user to another, you must remove the software from the former device or from the former user's device or block further access by or to the former device or by or to the former user's device.

SPECIAL CONSIDERATIONS FOR CERTAIN PRODUCTS AND LICENSE TYPES

- **CALs, Management Licenses and User/Device Subscription Licenses (SLs).** Despite the general rule against short-term reassignment of Licenses, generally, you may reassign a CAL, management License or user or device SL temporarily, on a short-term basis, to cover a user's absence or the unavailability of a device that is out of service. While temporary, short-term reassignment is permitted for CALs, management Licenses and most user and device SLs, your reassignment of these Licenses for any other purpose or timeframe must be permanent. This means if you reassign a License from device A to device B, you may not then reassign that License from device B back again to device A. This right does not apply to Windows Intune device SLs or Window VDA Licenses.
- **Early Reassignment Due to Hardware Failure.** Despite the general rule against short-term reassignment of Licenses, there are certain Licenses that you may reassign sooner if you retire the licensed device or server due to permanent hardware failure. This early reassignment right applies to: all server Licenses (other than CALs and management Licenses), Windows Intune

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

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

    device SLs, Windows Virtual Desktop Access subscription Licenses, VDI CAL suites, and Visual Studio Load Test Virtual User Pack 2010.

- **Reassignment of Software Assurance Related Rights.** Licenses that are granted or acquired in connection with Software Assurance coverage (e.g., Windows Thin PC, MDOP, Windows Intune Add-on device SLs, User SLs for Software Assurance) generally must be reassigned as and when the qualifying License and Software Assurance are reassigned. See the Product-specific use rights for such offerings for details.
- **Subscription Licenses for the Windows desktop operating system.** Despite the general rule against reassignment of Licenses for the Windows desktop operating system, you may reassign your Windows Intune device SLs and Windows Virtual Desktop Access subscription Licenses, subject to the general limitation against short-term reassignment. Any devices to which you reassign your Windows Intune device SLs must be licensed for a qualifying operating system as required in the Product List.
- **Reassignment of Software Assurance for the Windows desktop operating system.** Despite the general rule against reassignment of Software Assurance coverage separately from the underlying License, you may reassign Software Assurance coverage for the Windows desktop operating system to a replacement device, but not on a short-term basis (i.e., not within 90 days of the last assignment), and only if that replacement device is licensed for a qualifying operating system as required in the Product List. Upon reassignment of Software Assurance for the Windows desktop operating system from one device to another, you must remove any related desktop operating system upgrades from the former device.
- **License Mobility within Server Farms and Server Re-partitioning.** Despite the general rule against short-term reassignment of Licenses, you may reassign certain server Licenses sooner under License Mobility within Server Farms rights and Server Repartitioning. See the General License Terms for those Products for details.

Product Activation

Some Products and Online Services require activation and a Volume License key to install or access them. Activation associates the use of the software with a specific device. For information about when activation or a key is required, see the Product Activation section on http://www.microsoft.com/licensing. You are responsible for both the use of keys assigned to you and activation of Products using your Key Management Service (KMS) machines. You should not disclose keys to third parties.

KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

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

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

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

PROPER USE OF KMS

You may not provide unsecured access to your KMS machines over an uncontrolled network such as the Internet.

UNAUTHORIZED USE OF MAK OR KMS KEYS

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

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

Additional Functionality

We may provide additional functionality for the Products. Other license terms and fees may apply.

Using More than One Product or Functionality Together

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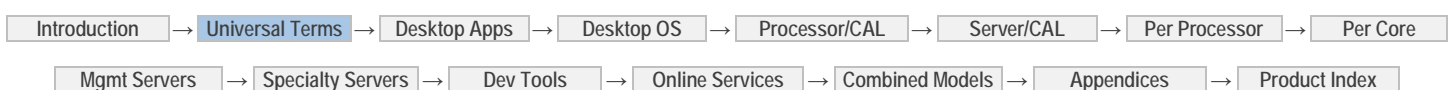
Font Components

While the software is running, you may use its fonts to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

.NET Framework and PowerShell Software

Microsoft .NET Framework software and PowerShell software are part of Microsoft Windows. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Benchmark Testing

SOFTWARE

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

MICROSOFT .NET FRAMEWORK

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

Products That Include SQL Server Technology

These license terms apply if your edition of the software includes SQL Server Technology. You may run, at any one time, one instance of that technology in one physical or virtual operating system environment on one server to support that software. You may also use that instance to support other Products that include any version of SQL Server Technology. You do not need SQL Server CALs for all such use.

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

SQL Server Reporting Services Map Report Item

The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API") to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use these features to create and view dynamic or static documents only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the Bing Maps API to provide sensor based guidance/routing, nor use any Road Traffic Data or Bird's Eye Imagery (or associated metadata) even if available through the Bing Maps API for any purpose. Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/fwlink/?LinkId=21969.

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- publish the software, including any application programming interfaces included in the software, for others to copy; or
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features.

Multiplexing

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

Management Packs

The software may contain management packs such as Management Packs, Configuration Packs, and Integration Packs. The license terms for the applicable System Center Products apply to your use of these Packs.

Distributable Code

The software or online service may include code that you are permitted to distribute in programs you develop if you comply with the terms below.
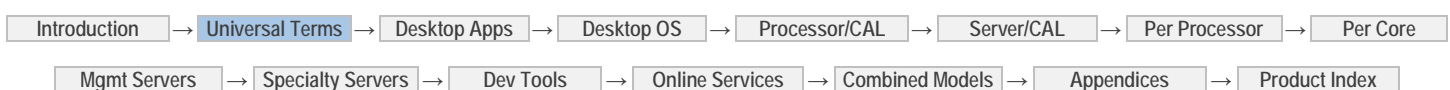
RIGHT TO USE AND DISTRIBUTE

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

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

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

- **REDIST.TXT Files:** Copy and distribute files listed in the REDIST list located at http://go.microsoft.com/fwlink/?LinkId=247624;
- **Sample Code:** Modify, copy, and distribute source and object code form of code marked as "Code Snippet";
- **Image Library**: Copy and distribute images and animations in the Image Library as described in the software documentation. You may also modify that content. If you modify the content, it must be for use that is consistent with the permitted use of the unmodified content.
- **Templates, Site Templates and Blend Site Templates for Visual Studio:** Modify, copy, deploy and distribute the source and object code form of templates and code marked as "site templates";
- **Fonts and Blend Fonts for Visual Studio:** Distribute unmodified copies of the Buxton Sketch font, SketchFlow Print font and SegoeMarker font;
- **Styles and Blend Styles for Visual Studio:** Copy, modify and distribute the object code form of code identified as "X Styles";
- **Icons:** Distribute unmodified copies of code marked as "icons";
- **ASP.NET MVC and Web Tooling Extensions:** Modify, copy and distribute or deploy any .js files contained in the ASP.NET Model View Controller or in the Web Tooling Extensions as part of your ASP.NET programs;
- **Windows Library for JavaScript.** Copy and use the Windows Library for JavaScript, without modification, in your programs that you develop for your internal use or in programs that you develop and distribute to third parties. The following also applies to your programs that work in conjunction with the Windows Library for JavaScript. The Windows Library for JavaScript files helps your programs implement the Windows design template and UI look and feel.   Distribution of your programs containing the Windows Library for JavaScript files is limited solely through the Windows Store. You understand and agree such distribution of your programs is subject to the Windows Store developer terms and terms of use
- **Setup Program:** Distribute distributable code included in a setup program only as part of that setup program. You may not modify it.
- **EXTENSIBILITY KIT - Files for Microsoft Commerce Server 2009 Standard and Enterprise Editions:** Copy and distribute the source and object code form of the code marked as "Extensibility Kit"; and
- **Access Runtime Files.** Copy and distribute the object code form of SETUP.EXE, ACCESSRT.MSI, and ACCESSRT.CAB files from a licensed copy of Microsoft Office Professional Plus 2010 or Microsoft Office Access 2010 software. You and your end users may only use these files to provide database features for your non-database management programs.

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For any Distributable Code you distribute, you must:

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

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The following license terms apply to your use of Products in the Microsoft Servers licensing models. They also apply to your use of Windows 8 software under Windows Intune and Windows VDA Licenses and Windows 8 Licenses for which you have current Software Assurance coverage:

CREATING AND STORING INSTANCES ON YOUR SERVERS OR STORAGE MEDIA

For each server License you acquire (in the case of Server OS, Server/CAL, Management Server, or Specialty Server), each server you properly license (in the case of Server: Per Processor), or each desktop License you acquire (in the case of Windows desktop operating system offerings), you may create and store any number of instances of the software on any of your servers or storage media solely to exercise your right to run instances of the software under any of your Licenses as described in the applicable use rights (e.g., you may not distribute instances to third parties).

NO SEPARATION OF SOFTWARE

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

A.   Licenses for Products

For purposes of these License Agreement/Product Use Rights, "Enrollment" means the document that your reseller or Government Partner submits to us to sign you up as an Enrolled Affiliate under a Microsoft volume licensing program and make an initial selection of Products for you.

a.   **Products.** Unless otherwise specified elsewhere in these License Agreement / Product Use Rights, use of any Product that you license is governed by License Agreement / Product Use Rights specific to each Product and version and by the terms of the Microsoft Volume License Agreement under which your chosen Government Partner ordered the Product on your behalf.

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

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Upon Microsoft's acceptance of the Government Partner Enrollment on your behalf, you have the following rights during the term of the applicable Enrollment. (Enrollment is defined in the section below entitled "How to Know what License Agreement/Product Use Rights apply".) These rights apply to the Licenses obtained under an Enrollment and are not related to any order or fulfillment of software media. The ability to run current or later versions of a Product licensed under your agreement could be affected by minimum system requirements or other factors (e.g., hardware or other software).

a.   **General**.

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

ii.   For Select Enrollments and Select Plus Affiliate Registrations: At any time after the effective date of the Government Partner's enrollment on your behalf or after your registration has been accepted by us, you may run for your own benefit as many available Products you choose, provided that the Government Partner

submits Orders on your behalf for all copies of Licenses in the month in which those copies are first run by you.

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

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

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

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

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

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

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

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

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

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

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

  In the case of early termination of an Enrollment as provided in the Enterprise Agreement subsection entitled "Early termination," if a Government Partner chooses only to pay amounts due and payable as of the termination date, then you will instead have perpetual Licenses for the number of Licenses specified in the Enterprise Agreement subsection entitled "Early termination."

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

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

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

  - L&SA or Software Assurance. Your right to run copies of any Product for which Government Partnerorders L&SA or Software Assurance is temporary until:

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

    o you are otherwise eligible for perpetual Licenses as provided in the Select or Select Plus Agreement.

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

  - In cases of early termination. In the case of early termination, as provided in the Select Agreement subsection titled "Early termination," a Government Partner that chooses to only to pay amounts due and

payable as of the termination date, then you will have perpetual Licenses only for the number of copies specified in the Select Agreement subsection entitled "Effect of termination or expiration."

- Subscription (online services) Licenses are not perpetual under any circumstances.

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

f. **License confirmation**. The Microsoft Volume License Agreement, the applicable Enrollment (or Order in the case of Select Plus), your order to the Government Partner under the Government Contract in a form acceptable to the Government Partner, your Order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be your evidence of all Licenses ordered by the Government Partner under an Enrollment (or Order in the case of Select Plus) submitted on your behalf.

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

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

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

c. Transitions. The following requirements apply to Transitions:

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

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

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

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

d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.

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

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

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

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

(i) disable Enrolled Affiliate's account and then delete Enrolled Affiliate's Customer Data ("Data Deletion"); or

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

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

(iv) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.

Government Partner agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Government Partner agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

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

Product Use Rights. Microsoft publishes License Agreement/Product Use Rights for each version of each Product. Unless otherwise specified in a license agreement, use of any Product that Government Partner licenses from Microsoft is governed by License Agreement/Product Use Rights specific to each Product and version and by the terms of the Microsoft Volume License Agreement under which Government Partner licensed the Product. The latest version of the License Agreement/Product Use Rights is available at https://www.explore.ms or at a successor site or by some other reasonable means. Government Partner will provide each Enrolled Affiliate with a copy of the applicable License Agreement/Product Use Rights.

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

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

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

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

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

D.   Transferring and reassigning Licenses.

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

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

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

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

b.　Certain transfers not permitted.

You may not transfer any of the following:

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

(ii)　　　temporary rights to use Products,

(iii)　　　Software Assurance coverage or benefits;

(iv)　　　perpetual Licenses for any version of any Product acquired through Software Assurance separatelyfrom the underlying perpetual Licenses for which that Software Assurance coverage was ordered; or

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

(vi)　　　full version desktop operating system licenses, unless transferred with the sale of the device for which it operates;

(vii)　　　 Online Services products; or

(viii)　　　any licenses for resale to unaffiliated third parties.

(ix)　　　Internal reassignment of Licenses and Software Assurance.

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

E.　Restrictions on use.

a.　You must not:

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

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

(iii)　distribute, sublicense, rent, lease, lend or host any Product or Fix, except as permitted in the applicable Microsoft Volume License Agreement, these License Agreement/Product Use Rights, or in a separate written agreement.

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

F.　Warranties.

a.　Limited Product warranty. We warrant that:

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

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

b. Limited warranty term. The limited warranty for:

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

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

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

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

| Mgmt Servers | → | Specialty Servers | → | Dev Tools | → | Online Services | → | Combined Models | → | Appendices | → | Product Index |
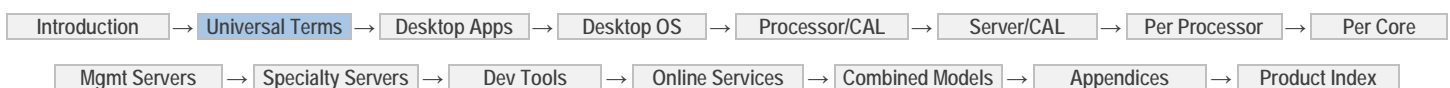
(i)   any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;

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

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

(iv)   the limited warranty does not apply to free, trial, pre-release, or beta products; and

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

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

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

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

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

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

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

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

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

(i) Your use of the Product or Fix after we notify you to discontinue that use due to a third party claim;

(ii) Customer Data, code, or materials provided by you as part the use of an Online Service;

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

(iv) arise from your Affiliate's or your end user's violation of the License Agreement/Product Use Rights or these Additional Use Right and Restrictions.

(v) Your combination of the Product or Fix with a non-Microsoft product, data or business process;

(vi) damages attributable to the value of the use of a non-Microsoft product, data or business process;

(vii) modifications that you make to the Product or Fix;

(viii) Your redistribution of the Product or Fix to, or your use for the benefit of, any unaffiliated third party, except as expressly permitted by the your Microsoft Volume License Agreement or this License Agreement/Product Use Rights;

(ix) Your use of our trademark(s) without express written consent to do so; or

(x) any Trade Secret claim, where you acquire the Trade Secret (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret.

In addition, you agree that:

(a) any Customer Data or non-Microsoft software that we host will not infringe on any third party's patent, copyright, or trademark nor make intentional unlawful use of any third party's Trade Secret;

and

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

| Mgmt Servers | → | Specialty Servers | → | Dev Tools | → | Online Services | → | Combined Models | → | Appendices | → | Product Index |
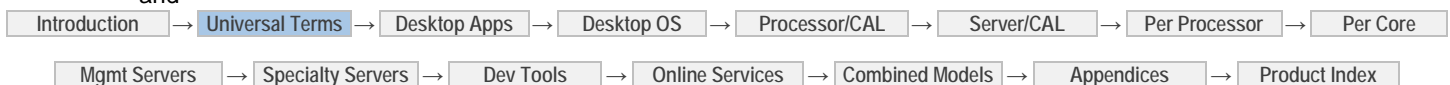
(b) you will not:

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

Any violation of Section (a) or (b) above will be deemed a material breach of this License Agreement / Product Use Rights.

c. Specific rights and remedies in case of infringement.

(i) Our rights in addressing possible infringement. If we receive information concerning an infringement claim related to a Product or Fix, we may, at our expense and without obligation to do so, either:

- procure for you the right to continue to run the allegedly infringing Product or Fix, <u>or</u>

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

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

- procure the right to continue its use, or

- replace it with a functional equivalent, or

- modify it to make it non-infringing, or

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

d. Your agreement to protect. You agree that use of Customer Data or non-Microsoft software in connection with the Online Service will not infringe, misappropriate, or otherwise violate any applicable law or regulation, including without limitation any copyright, patent, trade secret, trademark, or other legal right of any third party. A violation of the foregoing will be deemed a material breach of this License Agreement/Product Use Rights

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

H. Limitation of liability.

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

(i) Our and your obligations and/or claims under the section titled "Defense of infringement, misappropriation, and third party claims";

(ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");

(iii) liability for personal injury or death caused by our negligence or that of our employees or agents or for fraudulent misrepresentation; and

(iv) violation by either party of the other party's intellectual property rights.

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

(i) Our and your obligations and/or claims under the section titled "Defense of infringement, misappropriation, and third party claims"; and

(ii) violation by either party of the other party's intellectual property rights.

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

I. Verifying compliance.

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

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

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

c. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use, you must promptly order and pay for sufficient Licenses to cover such use. If material unlicensed use is found, you must be completely responsible for the costs we have incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law, and acquire the necessary additional Licenses at single retail license cost within 30 days.

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

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

L. Restricted Rights. All Products provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995, are provided with the commercial license rights as set forth in this Microsoft License Agreement/Product Use Rights. All Products provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995, are provided with "Restricted Rights" as provided for in FAR, 48 C.F.R. 52.227-14 (June 1987) or DFAR, 48 C.F.R. 252.227-7013 (Oct 1988), as applicable.

M. Copyright Violation. If you are an entity of a state or local government, you agree to pay for, and comply with the terms of your Government Contract and these License Agreement/Product Use Rights for the Products you use. Except to the extent you are licensed under the Government Contract and these License Agreement/Product Use Rights, you shall be responsible for breach of such agreements and your violation of Microsoft's copyright in the Products, including payment of license fees specified in these License Agreement/Product Use Rights for unlicensed use.

N. Non-Microsoft Software or Technology.

    a.   You are solely responsible for any non-Microsoft software or technology that you install or use with the Products, or Fixes. Microsoft is not a party to and is not bound by any terms governing your use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to you under the open source licenses used by the third parties that own such code, not by Microsoft.

    b.   If you install or use any non-Microsoft software or technology with the Products or Fixes, you direct and control the installation in and use of such software or technology in the Products or Fixes through your actions (e.g., through your use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with you.

    c.   If you install or use any non-Microsoft software or technology with the Products or Fixes, you may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in your Microsoft Volume License Agreement including these License Agreement/Product Use Rights.

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

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

Desktop Applications (Per Device)

GENERAL LICENSE TERMS

You have the rights below for each license you acquire.

Installation and Use Rights

ASSIGNING THE LICENSE TO A DEVICE

Before you use the software under a license, you must assign that license to one device. That device is the licensed device (See Universal License Terms, Definitions).

LICENSED DEVICE

- You may install and use any number of copies of the software and of any prior version of the software on the licensed device.
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NETWORK DEVICE

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Additional Licensing Requirements and/or Use Rights

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- You may not delete or change any legal or copyright notices.
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- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.

Bing Maps Desktop with Enhanced Content Pack

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Additional Terms:

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You may use the software to cache results and provide map, route and location lookup transactions (See Universal License Terms, Definitions).

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You may not connect the software to an external display screen installed or present in a vehicle.

- You may not manipulate the software by controls that are part of any other device present in a vehicle. This does not include volume controls through a vehicle's speakers or use of a vehicle's speakers for voice recognition.

You may not use the software to present or alert a user to turns and stops along a route in any way that is synchronized with the user's sensor-based position along the route. For example, you may not use the software to provide "real-time" route guidance that tracks a user's position using GPS and communicates stops or turns as the user approaches the location for such stop or turn.

- You may not use the software for fleet management or dispatch. You may not provide dispatch guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.

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

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- You may not provide real-time vehicle guidance. You may not calculate or recommend a route or ordering of destinations based on the location of more than one vehicle.

- You may connect the licensed device to the systems of your vehicle only to receive power or use its audio system to output the software's voice-based guidance notifications.
- You may not use the software to interface with those vehicle systems in any other manner.

FLEET APPLICATIONS

You may use MapPoint with fleet applications (See Universal License Terms, Definitions) only if you license MapPoint Fleet Edition. For MapPoint Fleet Edition, you may use the software with fleet applications for any number of vehicles.

MapPoint 2013 Standard Edition

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Additional Terms:

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- You may copy maps and information from maps for your internal, noncommercial use.
- You may not delete or change any legal or copyright notices.
- You may not use the software to produce sales leads.
- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.
- You may not provide real-time vehicle guidance. You may not calculate or recommend a route or ordering of destinations based on the location of more than one vehicle.
- You may connect the licensed device to the systems of your vehicle only to receive power or use its audio system to output the software's voice-based guidance notifications.
- You may not use the software to interface with those vehicle systems in any other manner

FLEET APPLICATIONS

You may use MapPoint with fleet applications (See Universal License Terms, Definitions) only if you license MapPoint Fleet Edition. For MapPoint Fleet Edition, you may use the software with fleet applications for any number of vehicles.

Office for Mac Standard 2011

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In addition to the rights above, you may install the Office Web Apps software on a network device. You may use the Office Web Apps software only as described below.

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Office Multi Language Pack 2010

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

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

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- Office 365 Plan A3-A4 User SL
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on
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Outlook for Mac 2011

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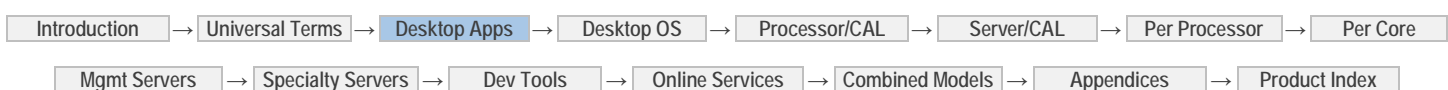
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- You may not use the software to produce sales leads.
- Some of the information in the software may be inaccurate and may produce incorrect results. Do not expect the software to provide or depict exact distances, directions or geographic features. You may not use the software in an unsafe way.

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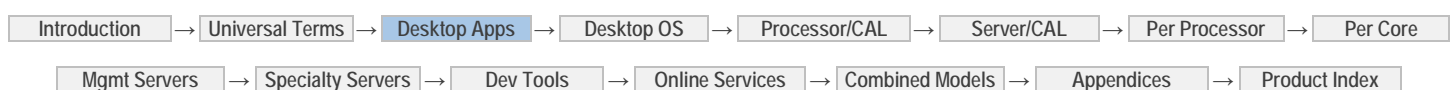
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Desktop Operating Systems (Per Copy Per Device)

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3. You may use the software on up to two processors.
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5. Remote use is permitted for the primary user of the licensed device, and for any other user from another licensed device, or a Windows VDA or Windows Intune licensed device.
6. Only one user may access and use the software at a time.
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8. You may connect up to 20 devices to the licensed device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
9. An unlimited number of connections are allowed for Key Management Services activation or similar technology.

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WINDOWS 8 K

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Notice Regarding the Absence of Windows Media Player: The software does not include Windows Media Player (as defined by the Korean Fair Trade Commission) and related technologies such as Windows Media Center, or Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at http://go.microsoft.com/fwlink/?LinkId=147432.

Additional Disclaimer of Warranties: Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the KFTC, despite anything to the contrary in your volume licensing agreement.

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Notice Regarding the Absence of Windows Media Functionality: The software does not include Windows Media Player (as defined by the European Commission) and Windows Media Player related technologies such as Windows Media Center and Windows DVD Maker. As a result, you will need software from Microsoft or a third party in order to play or create audio CDs, media files and video DVDs, organize content in a media library, create playlists, convert audio CDs to media files, view artist and title information of media files, view album art of music files, transfer music to personal music players, or record and playback TV broadcasts. More information can be found at http://go.microsoft.com/fwlink/?LinkId=147431.

Additional Disclaimer of Warranties: Microsoft provides no warranty whatsoever with respect to functionality associated with Windows Media Player, as defined by the European Commission, despite anything to the contrary in your volume licensing agreement.

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1. Rental Rights modify your right to use qualifying software[1] under an existing license.
2. Rental Rights waive the prohibition against renting, leasing or lending the software.
3. You must permanently assign Rental Rights to each device on which you license the software, if you want to rent the device.
4. You must require users to accept the license terms for the software in writing or electronically.
5. You must notify users that Microsoft offers no warranty to the software, will not defend users against any third party claims or be liable for any damages arising from use of the software.

6. The software may not be used in a virtual environment.
7. The software may not be accessed remotely, except for technical support purposes using Remote Assistance or similar technologies.
8. Rental Rights expire with the underlying license, or upon reassignment of the underlying license or permanent failure of licensed device.

Any violation of these Rental Rights terms will be deemed a material breach of this License Agreement / Product Use Rights.

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

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

GENERAL LICENSE TERMS

(See Universal License Terms, Definitions for meanings of CAL, external connector license, HPC workload, instance, licensed server, OSE, physical OSE, running instance, server, server farm, virtual OSE and web workload.)

SERVER LICENSES

1. You must assign each license to a single server.
2. One license is required for every 2 physical processors on the server
3. For Standard licenses, you may use one running instance of server software in the physical OSE and one running instance in up to two virtual OSEs on the licensed server.
4. For Standard licenses, if both permitted virtual OSE instances are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.
5. For Datacenter licenses, the number of virtual OSEs is unlimited, and use in the Physical OSE is not limited to hosting and management.
6. License reassignment is permitted anytime physical processors are reallocated from one licensed hardware partition to another, two or more partitions are created from one licensed hardware partition, or one partition is created from two or more licensed hardware partitions, as long as prior to repartitioning, each hardware partition is fully licensed, and total number of licenses and physical processors remains the same.
7. You may use additional software listed in Appendix 3 in conjunction with your use of server software.
8. As a one-time alternative to assigning base CALs per user or per device, base CALs may be dedicated to an instance of the server software on a single server to permit the same number of users or devices to access that instance.

CALS

1. CALs or external connector licenses are required for access to server software.
2. CALs and external connector licenses permit access to the corresponding version (including earlier versions used under downgrade rights) or earlier versions of server software.
3. CALs are not required for access by another licensed server or for up to 2 users or devices to administer the software.
4. CALs are not required to access server software running a Web or HPC Workload.
5. CALs not required for access in a physical OSE used solely for hosting and managing virtual OSEs.
6. Your CALs and external connector licenses only permit access to your licensed servers (not a third party's).

Additional Licensing Requirements and/or Use Rights

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

You may reassign external connector licenses for which you have active Software Assurance to any of your servers located within the same server farm as often as needed.

You may reassign external connector licenses from one server farm to another, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Validation

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

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

- need to reactivate the software, or

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

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

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

Data Storage Technology

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

PRODUCT-SPECIFIC LICENSE TERMS

Windows Server 2012 Datacenter

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
See Applicable Notices: **Data Transfer**, **MPEG-4**, **VC-1** (See Appendix 1)	License Mobility Within Server Farms: **Yes** (Available Only for External Connectors; See General License Terms)

BASE CALs

You need:
- Windows Server 2012 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Windows Intune[1], **or**
- Core CAL Bridge for Office 365 and Windows Intune[1], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Windows Intune[1], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune[1]

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

ADDITIVE CALs

Product or Functionality:	***List of CALs:***
Microsoft Application Virtualization 4.6 for Remote Desktop Services	- Windows Server 2012 Remote Desktop Services CAL
Windows Server 2012 Rights Management Services	- Windows Server 2012 Active Directory Rights Management Services CAL, **or** - Enterprise CAL Suite[1], **or** - Enterprise CAL Bridge for Office 365[1], **or** - Enterprise CAL Bridge for Windows Intune[1], **or** - Enterprise CAL Bridge for Office 365 and Windows Intune[1] [1] with active Software Assurance on or after the date the software is first available for download through Volume Licensing
Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)	- Windows Server 2012 Remote Desktop Services CAL

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:	List of External Connector Licenses:
Microsoft Application Virtualization 4.6 for Remote Desktop Services	• Windows Server 2012 Remote Desktop Services External Connector
Windows Server 2012 Rights Management Services	• Windows Server 2012 Active Directory Rights Management Services External Connector
Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)	• Windows Server 2012 Remote Desktop Services External Connector

Additional Terms:

DOWN-EDITION RIGHTS

You may run an instance of Standard or Enterprise (the same or any earlier version) in place of Datacenter in any of the OSEs.

Windows Server 2012 Standard

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
See Applicable Notices: **Data Transfer**, **MPEG-4**, **VC-1** (See Appendix 1)	License Mobility Within Server Farms: **Yes** (Available Only for External Connectors; See General License Terms)

BASE CALs

You need:
- Windows Server 2012 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Office 365[1], **or**
- Core CAL Bridge for Windows Intune[1], **or**
- Core CAL Bridge for Office 365 and Windows Intune[1], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[1], **or**
- Enterprise CAL Bridge for Windows Intune[1] , **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune[1]

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

ADDITIVE CALs

Product or Functionality:	List of CALs:
Microsoft Application Virtualization 4.6 for Remote Desktop Services	• Windows Server 2012 Remote Desktop Services CAL
Windows Server 2012 Rights Management Services	• Windows Server 2012 Active Directory Rights Management Services CAL, **or** • Enterprise CAL Suite[1], **or** • Enterprise CAL Bridge for Office 365[1], **or** • Enterprise CAL Bridge for Windows Intune[1], **or** • Enterprise CAL Bridge for Office 365 and Windows Intune[1] [1] with active Software Assurance on or after the date the software is first available for download through Volume Licensing
Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)	• Windows Server 2012 Remote Desktop Services CAL

BASE EXTERNAL CONNECTORS

- Windows Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Product or Functionality:	*List of External Connector Licenses:*
Microsoft Application Virtualization 4.6 for Remote Desktop Services	• Windows Server 2012 Remote Desktop Services External Connector
Windows Server 2012 Rights Management Services	• Windows Server 2012 Active Directory Rights Management Services External Connector
Windows Server 2012 Remote Desktop Services or Windows Server 2012 for purposes of hosting a graphical user interface (using the Windows Server 2012 Remote Desktop Services functionality or other technology)	• Windows Server 2012 Remote Desktop Services External Connector

Additional Terms:

DOWNGRADE RIGHTS

You may run an instance of 2008 R2 or any earlier version of Windows Server Enterprise in place of Standard in any of the OSEs.

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

GENERAL LICENSE TERMS

There is one type of software license: the server license. You have the rights below for each server license you acquire. There are also access licenses as described below and in the Product-Specific License Terms section. See Universal License Terms, Definitions for meanings of "CAL", "external users", "hardware thread," "instance", "licensed server", "OSE", "physical core," "physical OSE", "running instances", "server farm" and "virtual OSE."

Assigning Server Licenses and Running Instances

ASSIGNING THE LICENSE TO A SERVER

Before you run any instance of the server software under a server license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other server licenses to the same server, but you may not assign the same license to more than one server.

RUNNING INSTANCES OF THE SERVER SOFTWARE

For each server license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment (or OSE) on the licensed server.

RUNNING INSTANCES OF THE ADDITIONAL SOFTWARE

You may run or otherwise use any number of instances of the corresponding additional software listed in Appendix 3 in physical or virtual OSEs on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Additional Licensing Requirements and/or Use Rights

CLIENT ACCESS LICENSES (CALs)

You must acquire and assign a CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device. The appropriate CAL for each product is listed in the Product-Specific License Terms section. You do not need CALs for:

- any of your servers licensed for and running instances of the server software, or
- up to two devices or users to access your instances of the server software only to administer those instances.

Your CALs permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the Product-Specific License Terms section. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

TYPES OF CALS

User and Device CALs: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

Base and Additive CALs: All server software access requires base CALs, and some server software functionality also requires additive CALs. Both types of CALs are listed in the Product-Specific License Terms section below. If you use functionality identified by name in that section, you need both the base CAL and additive CALs for that functionality.

EXTERNAL CONNECTOR LICENSES

You must assign each external connector license you acquire to a server licensed to run one or more instances of the server software. Each external connector license assigned to a server permits any number of external users to access instances of the server software on that server. You do not need CALs for those users.

The appropriate external connector license for each product is listed in the Product-Specific License Terms section. External connector licenses permit access to your instances of earlier versions, but not later versions, of the server software, unless stated in the Product-specific license terms. If you are accessing instances of an earlier version, you may also use an external connector license corresponding to that version.

If you choose to license access under this license type, note that all server software access requires base licenses, and some server software functionality also requires additive licenses. Both types are listed in the Product-Specific License Terms section. If your external users use functionality identified by name in that section, you need both the product's base external connector license and additive external connector license for that functionality.

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

The following applies to products designated as having License Mobility Within Server Farms in the Product-Specific License Terms section below. Some products may require Software Assurance for these rights. Please see the Product-Specific License Terms for details:

You may reassign server and external connector licenses as provided in the Universal License Terms. Alternatively, you may reassign those licenses as provided below.

- **Within a server farm**. You may reassign server and external connector licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to server and external connector licenses assigned to servers located within the same server farm.
- **Across server farms**. You may reassign server and external connector licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

Bing Maps Server

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

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

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

BASE CALs

You need:

- Bing Maps Server CAL

Additional Terms:

USE OF CONTENT

- You may use the software to cache results and provide map, route and location lookup transactions. See Universal License Terms, Definitions for meanings of "map transactions", "route transactions" and "location lookup transactions."
- You may not:

integrate the software with a vehicle or any of its systems and functions. This includes systems or functions that influence or control vehicle behavior, such as vehicle speed, braking, suspension, fuel emissions, headlight, stability, or steering.

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- connect the software to an external display screen installed or present in a vehicle.
- manipulate the software by controls that are part of any other device present in a vehicle. This does not include volume controls through a vehicle's speakers or use of a vehicle's speakers for voice recognition.
- use the software to present or alert a user to turns and stops along a route in any way that is synchronized with the user's sensor-based position along the route. For example, you may not use the software to provide "real-time" route guidance that tracks a user's position using GPS and communicates stops or turns as the user approaches the location for such stop or turn.
- use the software for fleet management or dispatch. You may not provide dispatch guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
- use the software for the calculation of isochrones that are used and/or displayed on maps derived from the vector data in the software. Isochrones are a set for points that represent a similar driving time from or to a certain location.
- sublicense or redistribute data or any other content available in the software.
- use vector data for any purpose other than the display of such vector images.
- use the software with another device that uses road network data locally if the road network data is not also available within the software.
- use the data or any other content available in the software except in conjunction with the software.

ADDITIONAL DISCLAIMER OF LIABILITY

The information, content, and services included in or available through the software may include inaccuracies or typographical errors.

DISCLAIMER OF WARRANTY

Despite anything to the contrary in the terms and conditions of your volume licensing agreement, all information, content, services and related graphics are provided without warranty of any kind. Microsoft and/or its respective suppliers hereby disclaim all warranties and conditions with regard to information, content, services, and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

TERM OF LICENSE

Despite anything to the contrary in your volume licensing agreement, your licenses for the software are non-perpetual. You may not access or use the software under your licenses after your subscription expires. We may also disable the software at that time.

Bing Maps Server with Enhanced Content Pack

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

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

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

BASE CALs

You need:

- Bing Maps Server With Enhanced Content Pack CAL

Additional Terms:

Please refer to additional terms for Bing Maps Server above.

Business Intelligence Appliance 2012

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

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

License Mobility Within Server Farms: **No**

BASE CALs

You need:

- SQL Server 2008 R2 CAL

And:
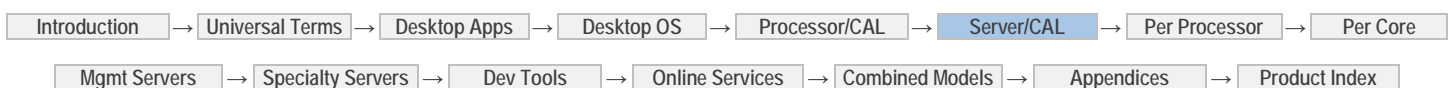
- SharePoint Server 2010 Standard CAL and SharePoint Server 2010 Enterprise CAL, **or**
- Core CAL Suite[1] and SharePoint Server 2010 Enterprise CAL, **or**
- Enterprise CAL Suite, **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Office 365 Plan E3 User SL, **or**
- Office 365 Plan E4 User SL, **or**
- SharePoint Online Plan 2 User SL

[1] with active Software Assurance coverage on April 1, 2010, or later

[2] with active Software Assurance coverage on March 1, 2011, or later

Duet Enterprise for Microsoft SharePoint and SAP 1.0

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

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

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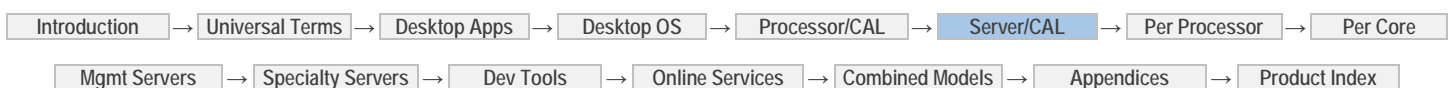
BASE CALs

You need:

- Duet Enterprise for Microsoft SharePoint and SAP 1.0 User CAL *(device CALs are not available)*

Additional Terms:

THIRD PARTY RESTRICTIONS

You are not licensed under these License Agreement/Product Use Rights, nor do you have any rights to license a third party on your behalf, to use Duet Enterprise for Microsoft SharePoint and SAP (referred to hereafter as "Duet Enterprise") to crawl, index or perform mass data extraction upon any products, data or metadata connected to it. You may only use Duet Enterprise for such purposes to the extent you are explicitly licensed to do so under the terms of a third party license ("EULA") required as a prerequisite for Duet Enterprise.

Your right to use Duet Enterprise does not supersede or expand any license terms or usage rights that come with software licensed by a third party.

Any development, to the extent created by you (or a third party on your behalf, provided that such development by the third party was performed in connection with or in view of use with Duet Enterprise) that consumes BDC entities or modifies application entities (i.e., buildings blocks or web parts) provided by Duet Enterprise will qualify as an "add-on" as that term is used under the terms of your EULA to the prerequisite Third Party Programs for Duet Enterprise. In the event that your EULA to the prerequisite Third Party Programs for Duet Enterprise does not include a reference to "add-ons", such a development shall qualify as an "extension" as that term is used under your EULA to the prerequisite Third Party Programs.

Duet for Microsoft Office and SAP 1.5

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

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

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

BASE CALs

You need:

- Duet for Microsoft Office and SAP 1.5 User CAL (device CALs are not available)

Exchange Server 2007 Standard for Small Business

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

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

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

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

BASE CALs

You need:

- Exchange Server 2007 Standard for Small Business CAL, **or**
- Windows Small Business Server 2008 CAL Suite, **or**
- Windows Small Business Server 2008 CAL Suite for Premium Users or Devices, **or**
- Windows Essential Business Server 2008 CAL Suite, **or**
- Windows Essential Business Server 2008 CAL Suite for Premium Users or Devices

ADDITIVE CALs

Additional Functionality:	*Required Additive CAL:*
- Unified Messaging and Compliance Functionality	- Exchange Server 2007 Enterprise CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run one instance of the server software in one physical or virtual OSE on the licensed server at a time. The OSE in which the instance of the server software runs must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains,
- no child domains, and
- the sum of users and devices in the domain cannot exceed 75.

Exchange Server 2010 Enterprise

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

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

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

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

BASE CALs

You need:

- Exchange Server 2010 Standard CAL, **or**
- BackOffice CAL[1], **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Windows Intune[2], **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**

- Office 365 Plan E1-E4 User SL, **or**
- Office 365 Plan A3-A4 User SL, **or**
- Windows SBS 2011 CAL Suite (for any user or device that is accessing instances of the server software that are within an SBS domain)

[1] with active Software Assurance coverage on November 1, 2009, or later
[2] with active Software Assurance coverage on March 1, 2011, or later

ADDITIVE CALs

Additional Functionality:	*Required Additive CAL:*
- Voicemail	- Exchange Server 2010 Enterprise CAL, **or**

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- Personal Archive
- Advanced Mobile Policies
- Information Protection and Compliance
- Cross-Mailbox Search
- Legal Hold
- Custom Retention Policies
- Per User/Distribution List Journaling

- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Plan E3-E4 User SL,

[1] with active Software Assurance coverage on November 1, 2009, or later
[2] with active Software Assurance coverage on March 1, 2011, or later

BASE EXTERNAL CONNECTORS

- Exchange Server 2010 External Connector

ADDITIVE EXTERNAL CONNECTORS

Additional Functionality:
- Voicemail
- Personal Archive
- Advanced Mobile Policies
- Information Protection and Compliance
- Cross-Mailbox Search
- Legal Hold
- Custom Retention Policies
- Per User/Distribution List Journaling

Required Additive External Connector:
- None available (all users accessing additional functionality require the appropriate additive CAL)

Additional Terms:

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

Exchange Server 2010 Standard

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

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

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

BASE CALs

You need:
- Exchange Server 2010 Standard CAL, **or**
- BackOffice CAL[1], **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Windows Intune[2], **or**
- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune2, **or**

- Office 365 Plan E1-E4 User SL, **or**
- Office 365 Plan A3-A4 User SL, **or**
- Windows SBS 2011 CAL Suite (for any user or device that is accessing instances of the server software that are within an SBS domain)

[1] with active Software Assurance coverage on November 1, 2009, or later
[2] with active Software Assurance coverage on March 1, 2011, or later

ADDITIVE CALs

Additional Functionality:
- Voicemail
- Personal Archive
- Advanced Mobile Policies
- Information Protection and Compliance

Required Additive CAL:
- Exchange Server 2010 Enterprise CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Exchange Online Plan 2 User SL, **or**

- Cross-Mailbox Search
- Legal Hold
- Custom Retention Policies
- Per User/Distribution List Journaling

- Exchange Online Plan 2A User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Plan E3-E4 User SL

[1] with active Software Assurance coverage on November 1, 2009, or later
[2] with active Software Assurance coverage on March 1, 2011, or later

BASE EXTERNAL CONNECTORS

- Exchange Server 2010 External Connector

ADDITIVE EXTERNAL CONNECTORS

Additional Functionality:
- Voicemail
- Personal Archive
- Advanced Mobile Policies
- Information Protection and Compliance
- Cross-Mailbox Search
- Legal Hold
- Custom Retention Policies
- Per User/Distribution List Journaling

Required Additive External Connector:
- None available (all users accessing additional functionality require the appropriate additive CAL)

Additional Terms:

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

FAST Search Server 2010 for SharePoint

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

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

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

BASE CALs

There are no separate FAST Search Server 2010 for SharePoint CALs; the SharePoint Server 2010 Enterprise CAL provides you rights to access FAST Search Server 2010 for SharePoint. Each SharePoint Server 2010 Enterprise CAL requires a SharePoint Server 2010 Standard CAL. You need the following to access FAST Search Server 2010 for SharePoint:

- SharePoint Server 2010 Standard CAL and SharePoint Server 2010 Enterprise CAL, **or**
- Enterprise CAL Suite[1] **or**
- Office 365 Plan E3 User SL, **or**
- Office 365 Plan E4 User SL, **or**
- SharePoint Online Plan 2 User SL

[1] with active Software Assurance coverage on April 1, 2010, or later

Forefront Identity Manager 2010 R2

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

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

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

BASE CALs

You need:

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

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

- Forefront Identity Manager 2010 R2 User CAL *(device CALs are not available)*

BASE EXTERNAL CONNECTORS

- Forefront Identity Manager 2010 R2 External Connector

Additional Terms:

CERTIFICATE AND IDENTITY MANAGEMENT

Any person who does not already have a user CAL to access your instances of the server software requires a user CAL if the software issues or manages that person's identity information (including digital certificates).

SYNCHRONIZATION SERVICE

Any users only using the FIM synchronization service do not need CALs despite anything to the contrary here or in the General License Terms.

Forefront Unified Access Gateway 2010

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

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

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

Additional Software: **No**

BASE CALs

You need:

- Forefront Unified Access Gateway 2010 CAL, **or**
- Enterprise CAL Bridge for Office 365[2], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune[2], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2]

[1] with active Software Assurance coverage on May 1, 2010, or later

[2] with active Software Assurance coverage on March 1, 2011, or later

BASE EXTERNAL CONNECTORS

- Forefront Unified Access Gateway 2010 External Connector

Lync Server 2010 Enterprise

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

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

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

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

See Applicable Notices: **Recording Notice, VC-1** (See Appendix 1)

BASE CALs

You need:

- Lync Server 2010 Standard CAL, **or**
- Core CAL Suite[3], **or**
- Core CAL Bridge for Windows Intune[3], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Lync Plan 1 USL, **or**
- Lync Plan 1G USL, **or**

- Office 365 Plan E1-E4 User SL, **or**
- Office 365 Plan A3-A4 User SL,

[1] with active Software Assurance coverage on December 1, 2010, or later
[2] with active Software Assurance coverage on March 1, 2011, or later
[3] with active Software Assurance coverage on August 1, 2011, or later

- Lync Plan 2 USL, **or**

ADDITIVE CALs

Additional Functionality:	*Required Additive CAL:*
- Audio, Video and Web Conferencing - Desktop Sharing	- Lync Server 2010 Enterprise CAL, **or** - Enterprise CAL Suite[1], **or** - Enterprise CAL Bridge for Windows Intune[2], **or** - Lync Plan 2 User SL , **or** - Office 365 Plan E1-E4 User SL, **or** - Office 365 Plan A3-A4 User SL, **or** - Live Meeting Standard User SL, **or** - Live Meeting Professional User SL [1] with active Software Assurance coverage on December 1, 2010, or later [2] with active Software Assurance coverage on March 1, 2011, or later
Additional Functionality:	*Required Additive CAL:*
- Voice Telephony - Call Management	- Lync Server 2010 Plus CAL, **or** - Lync Online Plan 3 User SL, **or** - Office 365 Plan E4 User SL

BASE EXTERNAL CONNECTORS

- Lync Server 2010 Standard External Connector

ADDITIVE EXTERNAL CONNECTORS

Additional Functionality:	*Required Additive External Connector:*
- Audio, Video and Web Conferencing - Desktop Sharing	Lync Server 2010 Enterprise External Connector
Additional Functionality:	*Required Additive External Connector:*
- Voice Telephony - Call Management	Lync Server 2010 Plus External Connector

Additional Terms:

UNAUTHENTICATED ACCESS

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

Lync Server 2010 Standard

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

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes** (See General Terms)	See Applicable Notices: **See Applicable Notices: Recording Notice**, VC-1 (See Appendix 1)
Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)	

BASE CALs

You need:
- Lync Server 2010 Standard CAL, **or**
- Core CAL Suite[3], **or**
- Core CAL Bridge for Windows Intune[3], **or**

- Office 365 Plan E1-E4 User SL, **or**
- Office 365 Plan A3-A4 User SL,

[1] with active Software Assurance coverage on December 1, 2010,

- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Lync Plan 1 USL, **or**
- Lync Plan 1G USL, **or**
- Lync Plan 2 USL, **or**

or later
[2] with active Software Assurance coverage on March 1, 2011, or later
[3] with active Software Assurance coverage on August 1, 2011, or later

ADDITIVE CALs

Additional Functionality:
- Audio, Video and Web Conferencing
- Desktop Sharing

Required Additive CAL:
- Lync Server 2010 Enterprise CAL, **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Lync Plan 2 User SL , **or**
- Office 365 Plan E1-E4 User SL, **or**
- Office 365 Plan A3-A4 User SL, **or**
- Live Meeting Standard User SL, **or**
- Live Meeting Professional User SL

[1] with active Software Assurance coverage on December 1, 2010, or later
[2] with active Software Assurance coverage on March 1, 2011, or later

Additional Functionality:
- Voice Telephony
- Call Management

Required Additive CAL:
- Lync Server 2010 Plus CAL, **or**
- Lync Online Plan 3 User SL, **or**
- Office 365 Plan E4 User SL

BASE EXTERNAL CONNECTORS

- Lync Server 2010 Standard External Connector

ADDITIVE EXTERNAL CONNECTORS

Additional Functionality:
- Audio, Video and Web Conferencing
- Desktop Sharing

Required Additive External Connector:
- Lync Server 2010 Enterprise External Connector

Additional Functionality:
- Voice Telephony
- Call Management

Required Additive External Connector:
- Lync Server 2010 Plus External Connector

Additional Terms:

UNAUTHENTICATED ACCESS

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

Microsoft Dynamics AX 2012

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes**	See Applicable Notices: **Data Transfer** (See Appendix 1)

BASE CALs

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

Required CAL:
- Microsoft Dynamics AX 2012 Self-Serve CAL
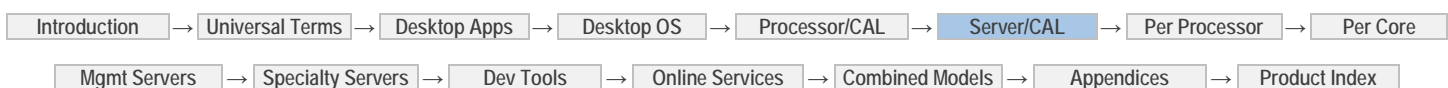
ADDITIVE CALs

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

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

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

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

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

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

Additional Terms:

EXTERNAL USERS

External Users do not require a CAL.

FAIL-OVER RIGHTS

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

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

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

Microsoft Dynamics CRM 2011 Server

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

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

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

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

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

BASE CALs

Functionality:
- CRM API based limited access to Microsoft Dynamics CRM Server 2011 (Access through Microsoft Dynamics CRM 2011 clients is not allowed)

Required CAL:
- Microsoft Dynamics CRM 2011 Employee Self Service (ESS) CAL

ADDITIVE CALs

Additional Functionality:
- Limited use access to Microsoft Dynamics CRM Server 2011 (additive to ESS CAL)

Required Additive CAL:
- Microsoft Dynamics CRM 2011 Limited Use Additive CAL

Additional Functionality:
- Full use access to Microsoft Dynamics CRM Server 2011 (additive to Limited Use CAL)

Required Additive CAL:
- Microsoft Dynamics CRM 2011 Full Use Additive CAL

BASE EXTERNAL CONNECTORS

Functionality:
- CRM API based limited access to Microsoft Dynamics CRM Server 2011 (Access through Microsoft Dynamics CRM 2011 clients is not allowed)

Required Base External Connector:
- Microsoft Dynamics CRM 2011 External Connector

ADDITIVE EXTERNAL CONNECTORS

Additional Functionality:	*Required Additive External Connector:*
• Limited use access to Microsoft Dynamics CRM Server 2011	• None available (all users accessing additional functionality require the appropriate additive CAL)

Additional Functionality:	*Required Additive External Connector:*
• Full use access to Microsoft Dynamics CRM Server 2011	• None available (all users accessing additional functionality require the appropriate additive CAL)

Project Server 2010

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

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

BASE CALs

You need:

• Project Server 2010 CAL

SharePoint Server 2010

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

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

BASE CALs

You need:

• SharePoint Server 2010 Standard CAL, **or** • Core CAL Suite1, **or** • Core CAL Bridge for Windows Intune2, **or** • Enterprise CAL Suite1, **or** • Enterprise CAL Bridge for Windows Intune2, **or** • Office 365 Plan E1-E4 User SL, **or**	• SharePoint Online Plan 1 User SL, **or** • SharePoint Online Plan 2 User SL, **or** • SharePoint Online Plan 2A User SL [1] with active Software Assurance coverage on April 1, 2010, or later [2] with active Software Assurance coverage on March 1, 2011, or later

ADDITIVE CALs

Additional Functionality:	*Required Additive External Connector:*
• Business Connectivity Services Line of Business Webparts • Office 2010 Business Connectivity Services Client Integration • Access Services • InfoPath Forms Services • Excel Services • Visio Services • PerformancePoint Services • Custom Analytics Reports • Advanced Charting	• SharePoint Server 2010 Enterprise CAL, **or** • Enterprise CAL Suite[1], **or** • Enterprise CAL Bridge for Windows Intune[2], **or** • Office 365 Plan E3-E4 User SL, **or** • Office 365 Plan A3-A4 User SL, **or** • SharePoint Online Plan 2 User SL • SharePoint Online Plan 2A User SL [1] with active Software Assurance coverage on April 1, 2010, or later [2] with active Software Assurance coverage on March 1, 2011, or later

SQL Server 2008 R2 Small Business

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

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

License Mobility Within Server Farms: **No**

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

BASE CALs

You need:

- SQL Server 2008 R2 Small Business CAL, **or**
- SQL Server 2008 R2 CAL, **or**
- Windows Small Business Server 2011 Premium Add-on CAL Suite

Additional Terms:

FAIL-OVER RIGHTS

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

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time. The OSE in which instances of the server software run must be joined to a domain that has Active Directory configured as follows:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains.

You may not run instances of the server software, separately licensed or otherwise, at the same time in another OSE within the same domain. The sum of users and devices in the domain cannot exceed 75.

SQL Server 2012 Business Intelligence

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

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

License Mobility Within Server Farms: **Yes**

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

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

BASE CALs

You need:

- SQL Server 2012 CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

The right to run one instance of the server software as described in "Running Instances of the Server Software" above does not apply. Instead, for each server license you assign, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

DOWN-EDITION RIGHTS

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

FAIL-OVER RIGHTS

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

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

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

SQL Server 2012 Enterprise

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes**	Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

BASE CALs

You need:

- SQL Server 2012 CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

The right to run one instance of the server software as described in "Running Instances of the Server Software" above does not apply. Instead, you have the following rights for each server to which you assign a server license. You may run any number of instances of the server software in up to four OSEs (physical and/or virtual) on the licensed server at a time, provided that:

> (a) if you are running the software in a physical OSE, the OSE may access up to 20 physical cores at any time, and

> (b) if you are running the software in one or more virtual OSEs, that set of OSEs may access up to 20 hardware threads at any time.

Assigning Additional Licenses. You may assign more than one license to a server. For each additional license you assign, you may run any number of instances of the server software in up to four additional virtual OSEs on the licensed server at any time. Each such set of permitted OSEs may access up to 20 additional hardware threads at any time.

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of either the 2012 or any earlier version of Business Intelligence or Standard or any version of Workgroup or Small Business. The 20 core limitation in the SQL Server 2012 Enterprise license terms is waived when you use SQL Server 2012 Business Intelligence in place of a permitted instance of SQL Server 2012 Enterprise.

FAIL-OVER RIGHTS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. If the passive fail-over instances run in a virtual OSE, the number of hardware threads accessed must not exceed the number of hardware threads accessed by the corresponding OSE in which the active instances run. If the passive fail-over instances run in a physical OSE, the number of physical cores accessed must not exceed the number of physical cores accessed by the corresponding OSE in which the active instances run. You may run the passive fail-over instances on a server other than the licensed server.

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

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

SQL Server 2012 Standard

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

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

License Mobility Within Server Farms: **Yes**

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

BASE CALs

You need:

- SQL Server 2012 CAL

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

The right to run one instance of the server software as described in "Running Instances of the Server Software" above does not apply. Instead, for each server license you assign, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of any version of Workgroup or Small Business.

FAIL-OVER RIGHTS

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

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

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

Visual Studio Team Foundation Server 2012 with SQL Server 2012 Technology

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

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

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

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

Included Technologies: **SQL Server Technology**, **.NET Framework and/or Powershell Software** (See Universal License Terms)

BASE CALs

You need:
- Visual Studio Team Foundation Server 2012 CAL

ADDITIVE CALs

Additional Functionality:
- Backlog and Sprint Planning Tools
- Request and Manage Feedback

Required Additive License (i.e. Additive CAL equivalent):
- Visual Studio Test Professional 2012 with MSDN, **or**
- Visual Studio Premium 2012 with MSDN, **or**
- Visual Studio Ultimate 2012 with MSDN

BASE EXTERNAL CONNECTORS

- Visual Studio Team Foundation Server 2012 External Connector

ADDITIVE EXTERNAL CONNECTORS

Additional Functionality:
- Backlog and Sprint Planning Tools
- Request and Manage Feedback

Required Additive External Connectors:
- None available (all users accessing additional functionality require the appropriate additive license above)

Additional Terms:
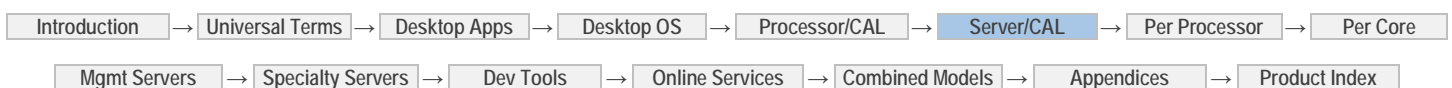
USAGE NOT REQUIRING A CLIENT ACCESS LICENSE

A CAL is not required when a user enters a work item or views or edits that item. A CAL is also not required to use Team Foundation Server 2012 via the following interfaces for any other purpose: Team Foundation Server Web Access (Work Item Only View), Team Foundation Server Reporting, System Center Operations Manager, Feedback Client for TFS.

VISUAL STUDIO TEAM FOUNDATION SERVER BUILD SERVICES

If you have one or more licensed users of Visual Studio Ultimate with MSDN, Visual Studio Premium with MSDN, or Visual Studio Professional with MSDN, then you may also install the Visual Studio software and permit access and use of it as part of Team Foundation Server 2012 Build Services by your licensed users and licensed devices of Team Foundation Server 2012.

MICROSOFT SQL SERVER SOFTWARE COMPONENTS

The software is accompanied by Microsoft SQL Server software components, which are licensed to you under the terms of the respective SQL Server licenses located in the "Licenses" folder in the following installation directory: ..\Program Files\Microsoft Team Foundation Server 2012\Licenses.

LICENSE TERMS FOR MICROSOFT SHAREPOINT FOUNDATION 2010

The software is accompanied by Microsoft SharePoint Foundation 2010 which is licensed to you under its own terms. A copy of those separate license terms are located in the "Licenses" folder in the following installation directory: ..\Program Files\Microsoft Team Foundation Server 2012\Licenses.

Windows MultiPoint Server 2011 Premium

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

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

BASE CALs

You need:
- Windows MultiPoint Server 2011 CAL

And:
- Windows Server 2008 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Windows Intune[2], **or**
- Core CAL Bridge for Office 365[2], **or**
- Core CAL Bridge for Office 365 and Windows Intune[2], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[2], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune[2]

[1] with active Software Assurance coverage on February 1, 2008, or later
[2] with active Software Assurance coverage on March 1, 2011, or later

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

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

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

[1] If you run the maximum permitted number of instances (physical and virtual), the instance of the server software running in the physical OSE may be used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service OSEs on the licensed server.

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

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

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

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

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

DATA STORAGE TECHNOLOGY

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

Windows MultiPoint Server 2011 Standard

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

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

BASE CALs

You need:
- Windows MultiPoint Server 2011 CAL

And:
- Windows Server 2008 CAL, **or**
- Core CAL Suite[1], **or**
- Core CAL Bridge for Windows Intune[2], **or**
- Core CAL Bridge for Office 365[2], **or**
- Core CAL Bridge for Office 365 and Windows Intune[2], **or**
- Enterprise CAL Suite[1], **or**
- Enterprise CAL Bridge for Office 365[2], **or**
- Enterprise CAL Bridge for Windows Intune[2], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune[2]

[1] with active Software Assurance coverage on February 1, 2008, or later

[2] with active Software Assurance coverage on March 1, 2011, or later

Additional Terms:

RUNNING INSTANCES OF THE SOFTWARE

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

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

[1] If you run the maximum permitted number of instances (physical and virtual), the instance of the server software running in the physical OSE may be used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service OSEs on the licensed server.

VALIDATION

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

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

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

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

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

DATA STORAGE TECHNOLOGY

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

Windows Small Business Server (SBS) 2011 Standard

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

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

BASE CALs

You need:
- Windows SBS 2011 CAL Suite

ADDITIVE CALs

Product or Functionality:	List of CALs:
Windows Server 2008 R2 Rights Management Services	- Windows Server 2008 Rights Management Services CAL, **or** - Enterprise CAL Suite[1], **or** - Enterprise CAL Bridge for Office 365[2], **or** - Enterprise CAL Bridge for Windows Intune[2], **or** - Enterprise CAL Bridge for Office 365and Windows Intune[2] [1] with active Software Assurance coverage on February 1, 2008, or later [2] with active Software Assurance coverage on March 1, 2011, or later
Windows Server 2008 Remote Desktop Services or Windows Server 2008 R2 for purposes of hosting a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology)	- Windows Server 2008 Terminal Services CAL, **or** - Windows Server 2008 Remote Desktop Services CAL
Exchange Server Enterprise functionalities in the SBS 2011 Standard domain: Custom Retention Policies; Personal Archive; Voicemail; Information Protection and Compliance; Cross Mailbox Search; Legal Hold; Advance Mobile Policies, and Per User/Distribution List Journaling	- Exchange Server 2010 Enterprise CAL

Additional Terms:
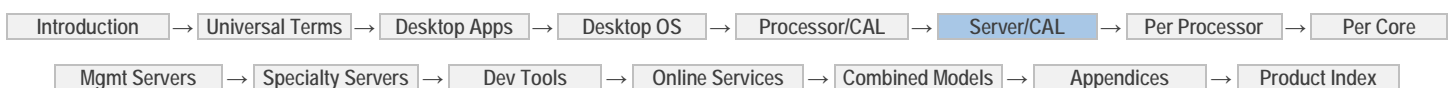
INCLUDED MICROSOFT PROGRAMS

SBS 2011 Standard software contains the following Microsoft programs:

- Windows Server 2008 R2 Standard technologies
- Exchange Server 2010 Standard
- Windows SharePoint Foundation 2010
- Windows Server Update Services 3.0 SP2

RUNNING INSTANCES OF THE SOFTWARE

You must run the server software within a domain where Active Directory is configured in the following way:

- A single server in the domain must contain all the flexible single master operations (FSMO) roles and is the root of the Active Directory forest,
- no trust relationships with any other domains, and
- no child domains.

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

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

CLIENT ACCESS LICENSES (CALs)

You may assign no more than a total of 75 CALs of either type to permit access to the licensed instances of the server software.

The following exceptions to CAL requirements supersede and replace the anonymous access and server-to-server access exceptions to CAL requirements in the General License Terms:

- You do not need SBS CALs for any user or device that accesses your instances of the Windows Server 2008 R2 server software in SBS only through the Internet without being authenticated or otherwise individually identified by such Windows Server software or through any other means; however, any user or device that accesses an individual SBS product other than the Windows Server 2008 R2 software must have corresponding CALs for those products. For example, Exchange CALs permit access to Exchange.
- You do not need CALs for any of your servers separately licensed to run Windows Server 2008 R2 or Exchange Server 2010 to access instances of the same individual SBS product on your SBS 2011 licensed servers.

VALIDATION

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

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

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

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

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

DATA STORAGE TECHNOLOGY

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

Windows Small Business Server (SBS) 2011 Premium Add-on

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

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

BASE CALs

You need:
- Windows SBS 2011 Premium Add-on CAL Suite

ADDITIVE CALs

Product or Functionality:	*List of CALs:*
Windows Server 2008 R2 Rights Management Services	- Windows Server 2008 Rights Management Services CAL, **or** - Enterprise CAL Suite[1], **or** - Enterprise CAL Bridge for Office 365[2], **or** - Enterprise CAL Bridge for Windows Intune[2], **or** - Enterprise CAL Bridge for Office 365and Windows Intune[2] [1] with active Software Assurance coverage on February 1, 2008, or later [2] with active Software Assurance coverage on March 1, 2011, or later
Windows Server 2008 Remote Desktop Services or Windows Server 2008 R2 for purposes of hosting a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology)	- Windows Server 2008 Terminal Services CAL, **or** - Windows Server 2008 Remote Desktop Services CAL

Additional Terms:

INCLUDED MICROSOFT PROGRAMS

Windows Small Business Server 2011 Premium Add-on includes the following software: Windows Server 2008 R2 Standard technologies and SQL Server 2008 R2 Standard Edition for Small Business.

Except as follows, you may use this software only with a validly licensed copy of Windows Small Business Server 2011 Standard ("SBS 2011 Standard") or Windows Small Business Server 2011 Essentials ("SBS 2011 Essentials"). You may also use this software with your licensed copies of Windows Small Business Server 2008 ("SBS 2008"), provided that your SBS 2008 users who access the software have been assigned licenses for the SBS 2011 Standard CAL Suite plus, in the case of users' access to the SQL Server 2008 R2 Standard Edition for Small Business component of the software, licenses for the SBS 2011 Premium Add-on CAL Suite.

RUNNING INSTANCES OF THE SOFTWARE

Windows Server 2008 R2 Standard technologies: You may run one instance of this server software in one physical or virtual OSE on one licensed server. This server software must be run in an OSE that is joined to an SBS domain.

The following exceptions apply to your use of the Windows Server 2008 R2 Standard technologies:

Windows Server 2008 R2 Standard technologies virtualization exception: If you elect to run the instance of this component in a virtual OSE, you may run one additional instance in the physical OSE on the same licensed server. That additional instance may be used only to run hardware virtualization software, provide hardware virtualization services, and/or run software to manage and service OSEs on the licensed server.

Windows Server 2008 R2 Standard technologies domain exception: When you run any permitted instance of this component in a physical OSE, that physical OSE does not need to be joined to the SBS domain so long as the instance is used only to run hardware virtualization software, provide hardware virtualization services, and/or run software to manage and service OSEs on the licensed server. That physical OSE cannot be joined to any other domain.

SQL Server 2008 R2 Standard Edition for Small Business. You may run any number of instances of SQL Server 2008 R2 Standard Edition for Small Business in a single physical or virtual OSE on the licensed server. This server software must be run in an OSE that is joined to an SBS domain. As an exception, you may run this software on a server other than the licensed server as

long as that server is a licensed server for SBS 2011 Essentials or SBS 2011 Standard. For purposes of permitting access under your CALs under these license terms, the SBS 2011 Essentials or SBS 2011 Standard server is considered a "licensed server".

- Fail-over Instances for SQL 2008 R2 Standard Edition for Small Business: For any OSE in which you run instances of the SQL 2008 R2 for Small Business software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

CLIENT ACCESS LICENSES (CALS)

- Because the software can only be run in an SBS domain, the total number of CALs you assign in the SBS Essentials domain must be within the 25 account limit and the total number of CALs you assign in the SBS Standard domain must be within the SBS Standard 75 CAL limit.

The following exceptions to CAL requirements supersede and replace the anonymous access and server-to-server access exceptions to CAL requirements in the General License Terms:

- You do not need SBS 2011 Premium Add-on CAL Suite or SBS 2011 CAL Suite for any user or device that accesses your instances of the Windows Server 2008 R2 Standard technologies in the Premium Add-on only through the Internet without being authenticated or otherwise individually identified by such Windows Server 2008 R2 Standard technologies or through any other means; however, any user or device that accesses SQL Server 2008 R2 Standard Edition for Small Business must have corresponding CALs for that product.
- You do not need base CALs to access your instances of Windows Server 2008 R2 Standard technologies in the Premium Add-on software running in an SBS Essentials domain if you have a validly licensed copy of SBS 2011 Essentials. However, additive CALs are required as set forth in the Additive CALs table, and base CALs or another CAL corresponding to SQL Server 2008 R2 Standard Edition for Small Business are required when you access instances of that functionality running in an SBS Essentials domain.
- You do not need Windows Server CALs for any of your servers separately licensed to run Windows Server 2008 R2 when those servers are accessing instances of the Windows Server 2008 R2 software on the Premium Add-on licensed server. Further, you do not need Windows Server CALs for any of your servers separately licensed to run the Premium Add-on when those servers are accessing Windows Server 2008 R2 software within the SBS domain.
- You do not need CALs for any of your servers separately licensed to run SQL Server 2008 R2 Standard Edition for Small Business to access instances of the same individual product on your Premium Add-on licensed servers.

VALIDATION

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

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

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

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

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

DATA STORAGE TECHNOLOGY

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

Servers: Per Processor (Processor License)

GENERAL LICENSE TERMS

There is one type of software license: the processor license. The number of processor licenses required varies. You have the rights below for each server you properly license. See Universal License Terms, Definitions for meanings of "instance", "licensed server", "OSE", "physical OSE", "physical processor", "running instances", "server farm", "virtual OSE," and "virtual processor."

Assigning the License(s) to a Server

Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server.

DETERMINING THE NUMBER OF LICENSES REQUIRED

The number of licenses required is based on either the total number of physical processors on the server (as described in Option 1 below) or the number of virtual and physical processors used (as described in Option 2 below). For Enterprise Editions of the software, you may follow either option. For all other editions of the software, must follow Option 2.

Option 1: Unlimited Virtualization: Under this option, the number of licenses required for a server equals the total number of physical processors on that server. Counting and assigning licenses based on this option permits you to run the server software in one physical and any number of virtual operating system environments (or OSEs) without regard to the number of physical and virtual processors used. This option is available to you only for enterprise editions of the software.

Option 2: Licensing based on Processors Used: Under this option, the total number of licenses required for a server equals the sum of the licenses required under (A) and (B) below. This is the only option available to you for editions other than enterprise.

    A. 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.

    B. To run instances of the server software in virtual OSEs on a server, you need a license for each virtual processor[1] 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.

[1] For any given virtual OSE 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:

    A. one license for every X logical processors that virtual OSE uses

    B. one license if the number of logical processors it uses is not a whole number multiple of X

"X," as used above, equals the number of cores, or where relevant, the number of threads in each physical processor.

ASSIGNING THE REQUIRED NUMBER OF LICENSES TO THE SERVER

After you determine the number of licenses you need for a server, you must assign that number of licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server.

Running Instances of the Server Software

Your right to run the software depends on the option used to determine the number of licenses required.

Option 1: Unlimited Virtualization: If you assign to a server licenses equal to the total number of physical processors on the server:

- You may run, at any one time, any number of instances of the server software in one physical and any number of virtual OSEs on that server.
- You do not need to license virtual processors.
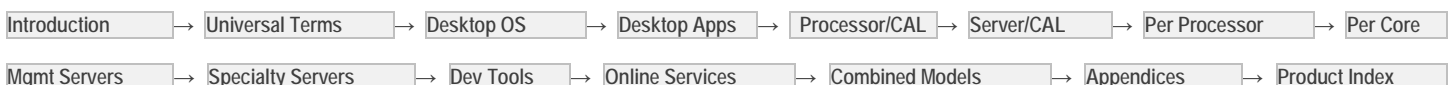
Option 2: Licensing based on Processors Used: You may run, at any one time, any number of instances of the server software in physical and virtual OSEs on the licensed server. However, the total number of physical and virtual processors used by those OSEs cannot exceed the number of licenses assigned to that server.

Running Instances of the Additional Software

You may run or otherwise use any number of instances of the corresponding additional software listed in Appendix 3 in physical or virtual OSEs on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

License Mobility within Server Farms

The following applies to products designated as having License Mobility Rights in the Product-Specific License Terms section below:

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may determine the number of licenses you need, assign those licenses, and use the server software as provided above in these General License Terms. Alternatively, you may apply the use rights below.

LICENSE REASSIGNMENT

Within a Server Farm: You may reassign licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to licenses assigned to servers located within the same server farm.

Across Server Farms: You may reassign licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

DETERMINING THE NUMBER OF LICENSES REQUIRED

Despite anything to the contrary in these General License Terms about how to count virtual and physical processors, you need a number of licenses equal to or greater than the number of physical processors on licensed servers within a server farm at any one time supporting or used by OSEs in which instances of the software are running.

RUNNING INSTANCES OF THE SERVER SOFTWARE IN A SERVER FARM

For all Server Software Covered under License Mobility: Because you are permitted to reassign licenses as needed, as long as you meet the following requirement, you may run the software in any number of OSEs within a server farm. The number of physical processors supporting or used by OSEs at any one time may not exceed the number of licenses assigned to servers within the farm.

ALTERNATIVE METHOD OF COUNTING

Instead of counting the number of physical processors supporting virtual OSEs, you may count the number of virtual processors being used by virtual OSEs in which instances are running. For purposes of this method of counting, disregard the statement in the Universal License Terms that a virtual processor is considered to have the same number of threads and cores as each of the underlying physical processors. You must assign a number of licenses equal to the sum of the greatest number of:

- virtual processors at any one time used by virtual OSEs in which instances of software are running, and
- physical processors at any one time used by physical OSEs in which instances of software are running

PRODUCT-SPECIFIC LICENSE TERMS

BizTalk RFID 2010

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

Self-Hosting of Applications Allowed: **No**	Additional Software: **Yes** (See Appendix 3)
	License Mobility Within Server Farms: **No**
Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)	

Additional Terms:

OFFICE WEB COMPONENT

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

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

BizTalk Server 2010 Branch Edition

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

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

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

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

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

Additional Terms:

OFFICE WEB COMPONENT

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

LIMITATIONS ON USE

You may run instances of the software on licensed servers only at the endpoint of your internal network (or edge of your organization). You may do so to connect business events or transactions with activities processed at that endpoint. No licensed server may:

- 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.

BizTalk Server 2010 Enterprise Edition

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

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

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

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

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

Additional Terms:

OFFICE WEB COMPONENT

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

BizTalk Server 2010 Standard Edition

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

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

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

Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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

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

Additional Terms:

OFFICE WEB COMPONENT

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

NETWORKED CLUSTERS

The server software may not be used 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.

MASTER SECRET SERVER

The Master Secret Server software may not be used 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. It cannot be shared by more than one OSE in which you run the server software.

Commerce Server 2009 R2 Enterprise Edition

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

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

Commerce Server 2009 R2 Standard Edition

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

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

Data Warehouse Appliance 2012

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

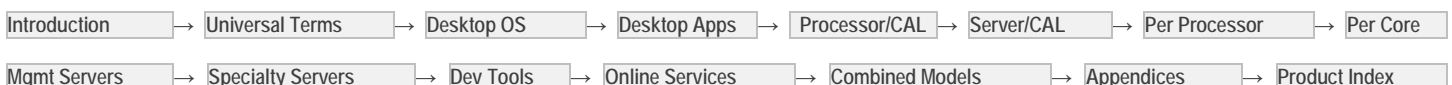|	
Self-Hosting of Applications Allowed: **No** (See Appendix 2)	Additional Software: **No**
See Applicable Notices: **No**	License Mobility Within Server Farms: **No**
Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)	

Additional Terms:

RUNNING INSTANCES OF THE SERVER SOFTWARE

Despite anything to the contrary in the General License Terms, you need a license for each physical processor on the server. The software is only available for servers with two or more processors. You may run instances of the server software only on a server with two or more processors. You may run the server software in one physical and any number of virtual OSEs without regard to the number of physical and virtual processors used.

FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

Forefront Threat Management Gateway 2010 Enterprise Edition

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

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

Forefront Threat Management Gateway 2010 Standard Edition

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

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

Forefront Threat Management Gateway Medium Business Edition

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

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

SQL Server 2008 R2 Parallel Data Warehouse

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **No**
	License Mobility Within Server Farms: **No**
Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)	

Additional Terms:

FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. The number of physical and virtual processors used in that separate OSE must not exceed the number of physical and virtual processors used in the corresponding OSE in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.
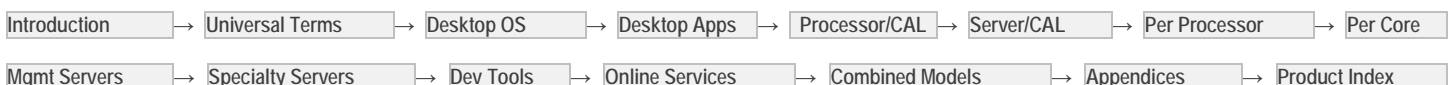
Servers: Per Core (Core License)

SQL Server 2012 Enterprise   65   SQL Server 2012 Standard   65

GENERAL LICENSE TERMS

There is one type of software license: the core license. The number of core licenses required varies. You have the rights below for each server you properly license. See Universal License Terms, Definitions for meanings of "core factor," "hardware thread," "instance", "licensed server", "OSE", "physical core," "physical OSE", "physical processor", "running instances", "server farm", "virtual core," and "virtual OSE."

Licensing a Server

Before you run instances of the server software on a server, you must determine the number of licenses required and assign them to that server.

DETERMINING THE NUMBER OF LICENSES REQUIRED

You have two licensing options:

Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

ASSIGNING THE REQUIRED NUMBER OF LICENSES TO THE SERVER

After you determine the number of licenses you need for a server, you must assign that number of licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server.

Running Instances of the Server Software

Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required.

THE FOLLOWING APPLIES TO ENTERPRISE EDITIONS OF SERVER SOFTWARE

Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in the "Physical Cores of a Server" section above, you may run on the licensed server any number of instances of the server software in a number of physical and/or virtual OSEs equal to the number of licenses assigned to that server. Thereafter, for each additional license that you assign to the licensed server under the same section, you may run instances of the server software in an additional OSE on that licensed server.

Individual Virtual OSE. For each virtual OSE for which you have assigned the required number of licenses as provided in the "Individual Virtual OSE" section above, you have the right to run any number of instances of the server software in that virtual OSE.

THE FOLLOWING APPLIES TO STANDARD EDITIONS OF SERVER SOFTWARE

Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in the "Physical Cores of a Server" section above, you may run on the licensed server any number of instances of the server software in the physical OSE.

Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in the "Individual Virtual OSE" section above, you have the right to run any number of instances of the software in that virtual OSE

Running Instances of the Additional Software

You may run or otherwise use any number of instances of the corresponding additional software listed in Appendix 3 in physical or virtual OSEs on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Additional Licensing Requirements and/or Use Rights

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

The following rights apply to core licenses with active Software Assurance only.

You may reassign core licenses as provided in the Universal License Terms. Alternatively, you may reassign those licenses as provided below.

- **Within a server farm**. You may reassign core licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to core licenses assigned to servers located within the same server farm.
- **Across server farms**. You may reassign core licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

SQL Server 2012 Enterprise

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes**	Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)
See Applicable Notices: **Automatic Updates** (See Appendix 1)	

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of either the 2008 R2 version of Datacenter, the 2008 R2 or any earlier version of Enterprise, or the 2012 or any earlier version of Business Intelligence, Standard, Workgroup, or Small Business.

FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you licensed the server software under the "Physical Cores of a Server" section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under the "Individual Virtual OSE" section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

SQL Server 2012 Standard

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
License Mobility Within Server Farms: **Yes**	Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)
See Applicable Notices: **Automatic Updates** (See Appendix 1)	

Additional Terms:

DOWN-EDITION RIGHTS

In place of any permitted instance, you may create, store and use an instance of either the 2008 R2 or earlier version of Standard, or any version of Workgroup or Small Business.

FAIL-OVER SERVERS

For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under the "Physical Cores of a Server" section above and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under "Individual Virtual OSE" section above, the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

Management Servers (Server License + Management License [Server or Client])

GENERAL LICENSE TERMS

There is no separate software license.   You have the rights below for each management license you acquire. See Universal License Terms, Definitions for meanings of "instance", "licensed server", "managing an OSE," "OSE", "physical OSE", "running instances", "server farm" and "virtual OSE."

Assigning Management Licenses and Running Instances

ASSIGNING MANAGEMENT LICENSES

Before you use the Server Software to manage your OSEs, you must acquire and assign the required number of the appropriate category, type and edition of management licenses as described below.

CATEGORIES OF MANAGEMENT LICENSES

There are two categories of management licenses: server and client. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. OSEs running any other operating system software require client management licenses. The appropriate management licenses for each product are listed in the Product-Specific License Terms section below.

SERVER MANAGEMENT LICENSES

There is one type of server management license: OSE. An OSE server management license permits you to use the Server Software to manage the number of OSEs corresponding to its edition. All of the server management licenses you assign to a server must be of the same edition.

Standard Edition Server Management Licenses: The number of OSE server management licenses you need depends on the number of physical processors there are on the server on which your managed OSEs will run and the number of OSEs you will manage on that server. You must calculate the licenses you need based on each, as described below, and acquire and assign to your server the greater number of licenses.

- **Counting licenses based on processors:** Each license covers up to two physical processors, so you must count the number of physical processors on the server, divide that number by two, round up to the nearest whole number.
- **Counting licenses based on managed OSEs:** Each license permits you to manage up to two OSEs, so you must count the number of OSEs you will manage on the server, divide that number by two, and round up to the nearest whole number. An exception to this rule is when the physical OSE on your server is being used solely to run hardware virtualization software, provide hardware virtualization services, and run software to manage and service OSEs on that device. In that case, you only count the number of virtual OSEs you will manage on the server, divide that number by two, and round up to the nearest whole number.

Provided you acquire and assign to your server the required number of Standard Edition server management licenses, as described above, you may manage the OSEs on that server.

Datacenter Edition Server Management Licenses: The number of OSE server management licenses you need depends on the number of physical processors there are on the server on which your managed OSEs will run. Each license covers up to two physical processors, so you must count the number of physical processors on the server, divide that number by two, round up to the nearest whole number, and acquire and assign that number of licenses to your server.

Provided you acquire and assign to your server the required number of Datacenter Edition server management licenses, as described above, you may manage any number of OSEs on that server.

CLIENT MANAGEMENT LICENSES

There are two types of client management licenses: one for managed OSEs and one for users. You may choose either type or a combination of both.

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

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

- **OSE Client Management Licenses:** Each OSE client management license permits you to use the Server Software to manage one OSE. That OSE may be used by any number of users. Provided you acquire and assign OSE client management licenses to your device as described here, you may manage the OSEs on that device (one OSE per license).
- **User Client Management Licenses:** Each user client management license permits you to use the Server Software to manage one user's OSEs. Those OSEs may be used on any number of devices. Provided you acquire and assign a user client management license to your user as described here, you may manage all of the OSEs used by that user. If you have more than one user using an OSE, and you are not licensed by OSE, you must assign a user client management license to each of the users.

In some cases, a third type of client management license is available. The Enterprise CAL Suite and Core CAL Suite and their respective CAL Suite Bridges are device client management licenses. A device client management license permits you to use the Server Software to manage the OSEs on a device. Those OSEs may be used by any number of users. Provided you acquire and assign a device client management license to your device as described here, you may manage all of the OSEs on that device. See the Product-Specific License Terms section below for which products permit management under these licenses.

MANAGEMENT LICENSES NOT REQUIRED

You do not need a management license for the following:

- any of your OSEs in which no instances of software are running
- any of your devices functioning only as network infrastructure devices (OSI layer 3 or below)
- any OSEs you are converting from physical to virtual during the conversion process
- any of your devices for which you are exclusively performing out of band management

"Out of band management" consists of interaction via a network connection with a hardware management controller to monitor or manage the status of hardware components such as:

- system temperature
- fan speed
- power on/off
- system reset
- CPU availability

Your management licenses permit management by your instances of earlier versions, but not later versions, of the server software, unless stated in the Product-Specific License Terms below. If you are running instances of an earlier version of the server software under these license terms, you may also use management licenses corresponding to that version. In that case, management licenses for the earlier version may be used in the following ways:

- Server management licenses may be used as OSE server management licenses.
- Client management licenses may be used as OSE or user client management licenses.

SOFTWARE USE

Once you acquire and assign the required number of appropriate management license(s) to your servers, other devices and users, you may use the Server Software to manage your OSE(s). Each management license, gives you the following rights.

Running Instances of the Server Software: You may run, at any one time, one instance of the server software on one of your servers.

Running Instances of the Additional Software: You may run or otherwise use any number of instances of the corresponding additional software listed in Appendix 3 on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Additional Licensing Requirements and/or Use Rights

MANAGEMENT AND CONFIGURATION PACKS

The software may contain management packs such as Management Packs, Configuration Packs, and Integration Packs. The license terms for additional software under the "Running Instances of the Additional Software" section above apply to your use of these Packs.

MANAGEMENT LICENSE DOWNGRADE RIGHTS

Your System Center 2012 management licenses permit management by your instances of separately licensed, earlier versions of the Server Software (but not later versions). Despite anything to the contrary in the license terms that come with your separately licensed, earlier version of the Server Software, your use of that earlier version to manage OSEs on devices to which you have assigned System Center 2012 management licenses is governed by these System Center 2012 license terms. If you are running an earlier version of the Server Software under these System Center 2012 license terms, you may also use the management licenses corresponding to that earlier version. Despite anything to the contrary in these System Center 2012 license terms, your use of the earlier version of the Server Software to manage OSEs on devices to which you have assigned the earlier versions of management licenses is governed by the license terms that come with that earlier version of the Server Software.
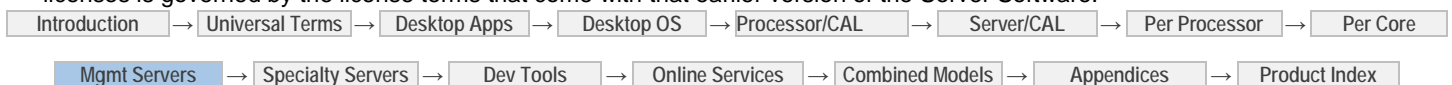
NO COPYING OR DISTRIBUTING DATA SETS

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

WINDOWS AUTOMATED INSTALLATION KIT

The server software may include the Windows Automated Installation Kit (WAIK). If so, the license terms below apply to your use of it.

Windows Pre-Installation Environment: You may install and use the Windows Pre-Installation Environment portion of WAIK for purposes of diagnosing and recovering Windows operating system software. You may not use it as a general operating system, thin client, remote desktop client, or for any other purpose.

ImageX.exe, Wimgapi.dll, Wimfilter and Package Manager: You may install and use the ImageX.exe, Wimgapi.dll and Wimfilter and Package Manager portions of the WAIK software for recovering Windows operating system software. You may not use these portions of the software to back up your Windows operating system or for any other purpose.

INCLUDED MICROSOFT PROGRAMS

The software may contain one or more of the following Microsoft programs. The license terms that apply to your use of these programs are found in the "SQLSERVERPROGRAMLICENSES" folder located on the DVD or within the "Licenses" folder in the installed location. If you do not agree to those license terms, do not use these programs.

- SQL Server Compact 3.5 with Service Pack 2
- SQL Server Data-Tier Application Framework 1.1
- SQL Server 2008 R2 Shared Management Objects
- System CLR Types for SQL Server 2008 R2
- SQL Server 2008 R2 Transact-SQL Language Service

The software may also contain other Microsoft programs. These license terms apply to your use of those programs.

SITE HIERARCHY – GEOGRAPHICAL VIEW

System Center 2012 Server Software includes a feature that retrieves content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps API"). The purpose of this feature is to display site data on top of maps, aerial and hybrid imagery. You may use the feature to display the site data on your screen or print a written report including that display. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps API. You may not use the following for any purpose even if they are available through the Bing Maps API:

- the Bing Maps API to provide sensor based guidance/routing,
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata).

You may not remove, minimize, block or modify any of the following that are included in the software, including any content made available to you through the software:

- logos,
- trademarks,
- copyright,
- digital watermarks, or
- other notices of Microsoft or its suppliers.

Your use of the Bing Maps API and associated content is also subject to the additional terms and conditions at http://go.microsoft.com/?linkid=9710837

PRODUCT-SPECIFIC LICENSE TERMS

Data Protection Manager 2010 for System Center Essentials

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

License Mobility Within Server Farms: **Yes**   Self-Hosting of Applications Allowed: **No**

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

CLIENT MANAGEMENT LICENSES

You need:

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

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

- System Center Essentials Plus 2010 Client Management License Suite

SERVER MANAGEMENT LICENSES

You need:
- System Center Essentials Plus 2010 Server Management License Suite

Additional Terms:

You may use Data Protection Manager 2010 for System Center Essentials software only if you acquire one or more of the following:

- qualifying licenses for System Center Essentials Plus 2010 Server Management License Suite
- qualifying licenses for System Center Essentials Plus 2010 Client Management License Suite

Qualifying licenses are licenses acquired on or after July 1, 2010 or with active Software Assurance coverage on or after that date.

LIMITATIONS

The software must be run in conjunction with and in the same domain as Microsoft System Center Essentials. Within that domain, you may not use your instances of the server software to manage more than a collective total of 50 OSEs running server operating system software and 500 OSEs running any other type of operating system software.

NO USER MANAGEMENT LICENSES

You may only acquire OSE client management licenses. User client management licenses are not available.

OSE CLIENT MANAGEMENT LICENSES

When you assign an OSE client management license to a device you may manage all of the OSEs on that device. Despite anything to the contrary in the General License Terms, you do not need to assign more than one OSE client management license to the same device. The limitation in that section against management of OSEs running server operating systems applies.

OSE SERVER MANAGEMENT LICENSES

When you assign an OSE server management license to a device you may manage all of the OSEs on that device. Despite anything to the contrary in the General License Terms, you do not need to assign more than one OSE server management license to the same device. The limitation in that section permitting only the management of OSEs running server operating systems applies.

LICENSE MOBILITY WITHIN SERVER FARMS

Assigning Software Licenses and Using Software within a Server Farm: You may reassign server licenses as provided in the Universal License Terms. Alternatively, you may reassign those licenses as provided below.

Software License reassignment:

- **Within a server farm:** You may reassign server licenses (software licenses only, not management licenses) to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to server licenses assigned to servers located within the same server farm.
- **Across server farms:** You may reassign server licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

System Center 2012 Client Management Suite

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:
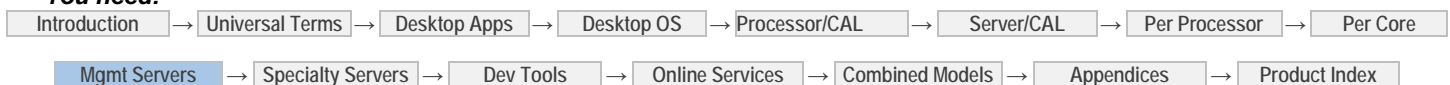
License Mobility Within Server Farms: **No**	Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)
Additional Software: **Yes** (See Appendix 3)	Included Technologies: **SQL Server Technology**, **.NET Framework and/or Powershell Software** (See Universal License Terms)
See Applicable Notices: **Data Transfer** (See Appendix 1)	

CLIENT MANAGEMENT LICENSES

You need:

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

[1] with active Software Assurance coverage on or after the date the software becomes available for download in Volume Licensing

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

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

System Center 2012 Configuration Manager

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

License Mobility Within Server Farms: **No**	Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)
Additional Software: **Yes** (See Appendix 3)	Included Technologies: **SQL Server Technology, .NET Framework and/or Powershell Software** (See Universal License Terms)
See Applicable Notices: **Data Transfer** (See Appendix 1)	

CLIENT MANAGEMENT LICENSES

You need:

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

[1] with active Software Assurance coverage on or after the date the software becomes available for download in Volume Licensing

System Center 2012 Datacenter

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

License Mobility Within Server Farms: **No**	Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)
Additional Software: **Yes** (See Appendix 3)	Included Technologies: **SQL Server Technology, .NET Framework and/or Powershell Software** (See Universal License Terms)
See Applicable Notices: **Data Transfer** (See Appendix 1)	

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:

- System Center 2012 Datacenter

System Center 2012 Standard

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

License Mobility Within Server Farms: **No**	Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)
Additional Software: **Yes** (See Appendix 3)	Included Technologies: **SQL Server Technology, .NET Framework and/or Powershell Software** (See Universal License Terms)
See Applicable Notices: **Data Transfer** (See Appendix 1)	

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:

- System Center 2012 Standard

System Center Essentials 2010

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

License Mobility Within Server Farms: **Yes**	Self-Hosting of Applications Allowed: **No**

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

CLIENT MANAGEMENT LICENSES

You need:

- System Center Essentials 2010 Client Management License, **or**
- System Center Essentials Plus 2010 Client Management License Suite

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:
- System Center Essentials 2010 Server Management License, **or**
- System Center Essentials Plus 2010 Server Management License Suite

Additional Terms:

Despite the General License Terms, there is a software license: the server license. You have the rights below for each server license you acquire. There are also management licenses as described below.

ASSIGNING THE LICENSE TO A SERVER

Before you run any instance of the server software under a server license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other server licenses to the same server, but you may not assign the same license to more than one server.

RUNNING INSTANCES OF THE SERVER SOFTWARE AND ADDITIONAL SOFTWARE

For each server license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment (OSE) on the licensed server. You may also run additional software as described in the "Running Instances of Additional Software" section above.

NO USER MANAGEMENT LICENSES

You may only acquire OSE client management licenses. User client management licenses are not available.

OSE CLIENT MANAGEMENT LICENSES

When you assign an OSE client management license to a device you may manage any number of OSEs on that device. Despite anything to the contrary in the General License Terms, you do not need to assign more than one OSE client management license to the same device. The limitation in that section against management of OSEs running server operating systems applies.

OSE SERVER MANAGEMENT LICENSES

When you assign an OSE server management license to a device you may manage any number of OSEs on that device. Despite anything to the contrary in the General License Terms, you do not need to assign more than one OSE server management license to the same device. The limitation in that section permitting only the management of OSEs running server operating systems applies.

LICENSE MOBILITY WITHIN SERVER FARMS

Assigning Software Licenses and Using Software within a Server Farm: You may reassign server licenses as provided in the Universal License Terms. Alternatively, you may reassign those licenses as provided below.

Software License reassignment:

- **Within a server farm:** You may reassign server licenses (software licenses only, not management licenses) to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to server licenses assigned to servers located within the same server farm.
- **Across server farms:** You may reassign server licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

System Center Essentials 2010 with SQL Server 2008 Technology

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

License Mobility Within Server Farms: **Yes**	Self-Hosting of Applications Allowed: **No**
Additional Software: **Yes** (See Appendix 3)	Included Technologies: **SQL Server Technology** (See Universal License Terms)

CLIENT MANAGEMENT LICENSES

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

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

You need:

- System Center Essentials 2010 Client Management License, **or**
- System Center Essentials Plus 2010 Client Management License Suite

SERVER MANAGEMENT LICENSES

Required Server Management Licenses:
- System Center Essentials 2010 Server Management License, **or**
- System Center Essentials Plus 2010 Server Management License Suite

Additional Terms:

Despite the General License Terms, there is a software license: the server license. You have the rights below for each server license you acquire. There are also management licenses as described below.

ASSIGNING THE LICENSE TO A SERVER

Before you run any instance of the server software under a server license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other server licenses to the same server, but you may not assign the same license to more than one server.

RUNNING INSTANCES OF THE SERVER SOFTWARE AND ADDITIONAL SOFTWARE

For each server license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment (OSE) on the licensed server. You may also run additional software as described in the "Running Instances of Additional Software" section above.

NO USER MANAGEMENT LICENSES

You may only acquire OSE client management licenses. User client management licenses are not available.

OSE CLIENT MANAGEMENT LICENSES

When you assign an OSE client management license to a device you may manage any of the OSEs on that device. Despite anything to the contrary in the General License Terms, you do not need to assign more than one OSE client management license to the same device. The limitation in that section against management of OSEs running server operating systems applies.

OSE SERVER MANAGEMENT LICENSES

When you assign an OSE server management license to a device you may manage any of the OSEs on that device. Despite anything to the contrary in the General License Terms you do not need to assign more than one OSE server management license to the same device. The limitation in that section permitting only the management of OSEs running server operating systems applies.

LICENSE MOBILITY WITHIN SERVER FARMS

Assigning Software Licenses and Using Software within a Server Farm: You may reassign server licenses as provided in the Universal License Terms. Alternatively, you may reassign those licenses as provided below.

Software License reassignment:

- **Within a server farm:** You may reassign server licenses (software licenses only, not management licenses) to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to server licenses assigned to servers located within the same server farm.
- **Across server farms:** You may reassign server licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

Windows Embedded Device Manager 2011

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:
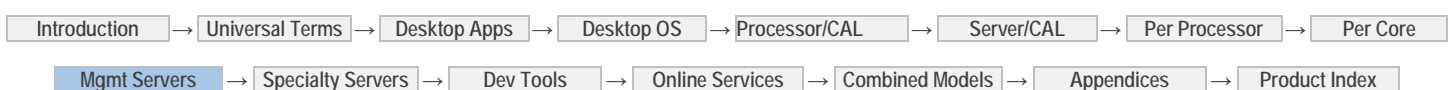
License Mobility Within Server Farms: **No**	Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)
Additional Software: **Yes** (See Appendix 3)	Included Technologies: **SQL Server Technology** (See Universal License Terms)

CLIENT MANAGEMENT LICENSES

You need:

- Windows Embedded Device Manager 2011 Client Management License (User or OSE Client ML)

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

Mgmt Servers	→	Specialty Servers	→	Dev Tools	→	Online Services	→	Combined Models	→	Appendices	→	Product Index
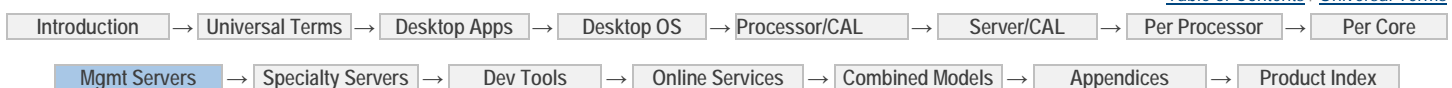
Specialty Servers (Server License)

GENERAL LICENSE TERMS

There is one type of software license: the server license. You have the rights below for each server license you acquire. See Universal License Terms, Definitions for meanings of "instance", "licensed server", "OSE", "physical OSE", "running instances", "server farm" and "virtual OSE."

Assigning Server Licenses and Running Instances

ASSIGNING THE LICENSE TO A SERVER

Before you run any instance of the server software under a server license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other server licenses to the same server, but you may not assign the same license to more than one server.

RUNNING INSTANCES OF THE SERVER SOFTWARE

For each server license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment (OSE) on the licensed server.

RUNNING INSTANCES OF THE ADDITIONAL SOFTWARE

You may run or otherwise use any number of instances of the corresponding additional software listed in Appendix 3 in physical or virtual OSEs on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

NO CLIENT ACCESS LICENSES (CALs) REQUIRED FOR ACCESS

You do not need CALs for other devices to access your instances of the server software.

NO MANAGEMENT LICENSES REQUIRED FOR MANAGEMENT

You do not need management licenses for devices that are managed by instances of the server software.

License Mobility within Server Farms

The following applies to products designated as having License Mobility Rights in the Product-Specific License Terms section below.

ASSIGNING LICENSES AND USING SOFTWARE WITHIN A SERVER FARM

You may reassign server licenses as provided in the Universal License Terms. Alternatively, you may reassign those licenses as provided below.

SOFTWARE LICENSE REASSIGNMENT

Within a Server Farm: You may reassign server licenses to any of your servers located within the same server farm as often as needed. The prohibition against short-term reassignment does not apply to server licenses assigned to servers located within the same server farm.

Across Server Farms: You may reassign server licenses to any of your servers located in different server farms, but not on a short-term basis (i.e., not within 90 days of the last assignment).

PRODUCT-SPECIFIC LICENSE TERMS

Forefront Identity Manager 2010 - Windows Live Edition

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

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

Additional Terms:

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

GeoSynth Server

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

Self-Hosting of Applications Allowed: **No**	Additional Software: **No**
See Applicable Notices: **No**	License Mobility Within Server Farms: **No**

Additional Terms:

ADDITIONAL DISCLAIMER OF LIABILITY

The information, content and services included in or available through the software may include inaccuracies or typographical errors.

DISCLAIMER OF WARRANTY

Despite anything to the contrary in the terms and conditions of your volume licensing agreement, all information, content, services and related graphics are provided without warranty of any kind. Microsoft and/or its respective suppliers hereby disclaim all warranties and conditions with regard to information, content, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

TERM OF LICENSE

Despite anything to the contrary in your volume licensing agreement, your licenses for the software are non-perpetual. You may not access or use the software under your licenses after your subscription expires. We may also disable the software at that time.

Groove Server 2010

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

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

HPC Pack 2008 R2 Enterprise

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

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

Additional Terms:

See Universal License Terms, Definitions for meanings of "Clustered HPC Applications", "Cluster Node", and ""Cycle Harvesting Node".

ASSIGNING THE LICENSE TO A DEVICE

You may assign the license to either a cluster node or a Cycle Harvesting node. If you assign the license to a cluster node, you may use the HPC Pack 2008 R2 Enterprise software as provided in the HPC Pack 2008 R2 Enterprise license terms. If you assign the license to a Cycle Harvesting node, you may use the HPC Pack 2008 R2 for Cycle Harvesting software as provided in the HPC Pack 2008 R2 for Cycle Harvesting license terms.

HPC SERVICES FOR EXCEL 2010

You may run one instance of HPC Services for Excel 2010 on the licensed device.

RUNNING INSTANCES OF THE SERVER SOFTWARE

You may run, at any one time, one instance of the server software in one physical OSE and one instance in one virtual OSE on the licensed server.

If you run both permitted instances at the same time, the instance of the server software running in the physical OSE may be used only to:

- run hardware virtualization software
- provide hardware virtualization services
- run software to manage and service OSEs on the licensed server.

HPC Pack 2008 R2 for Cycle Harvesting

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

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

Additional Terms:

ASSIGNING THE LICENSE TO A DEVICE

You must assign the license to a Cycle Harvesting node (See Universal License Terms, Definitions). You may run, at any one time, one instance of the software on the licensed device.

HPC SERVICES FOR EXCEL 2010

You may run one instance of HPC Services for Excel 2010 on the licensed device.

Microsoft Dynamics CRM Workgroup Server 2011

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

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

Search Server 2010

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

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

SharePoint Server 2010 for Internet Sites Enterprise

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

Self-Hosting of Applications Allowed: **Yes** (See Appendix 2)	Additional Software: **Yes** (See Appendix 3)
See Applicable Notices: **No**	License Mobility Within Server Farms: **Yes** (See General Terms)

Additional Terms:

All content, information, and applications accessible by internal users must also be accessible to external users (See Universal License Terms, Definitions). Servers that provide content, information, and applications that are limited to internal users, must be licensed with SharePoint Server 2010 and, if needed, FAST Search Server 2010 for SharePoint. All users who are not external users are "internal users."

USING THE SAME RUNNING INSTANCE TO SUPPORT SHAREPOINT SERVER 2010 AND SHAREPOINT SERVER 2010 FOR INTERNET SITES ENTERPRISE

Customers wishing to consolidate their SharePoint Server needs under a single deployment may acquire licenses for both products, assign those licenses to the same server, and use the same running instance of the software simultaneously under both licenses. However, customers must acquire CALs as required under the SharePoint Server 2010 use rights to access content limited to internal users.

USING THE SAME RUNNING INSTANCE TO SUPPORT FAST SEARCH SERVER 2010 FOR SHAREPOINT AND THE FAST SEARCH FUNCTIONALITY INCLUDED IN SHAREPOINT SERVER 2010 FOR INTERNET SITES ENTERPRISE

Customers wishing to consolidate their FAST Search needs under a single deployment may acquire licenses for both FAST Search Server 2010 for SharePoint and SharePoint Server 2010 for Internet Sites Enterprise, assign those licenses to the same server, and use the same running instance of the FAST Search software simultaneously under both licenses. However, customers must acquire SharePoint Server Standard and Enterprise CALs as required under the FAST Search Server 2010 for SharePoint use rights to access content limited to internal users.

SharePoint Server 2010 for Internet Sites Standard

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

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

Additional Terms:

All content, information, and applications accessible by internal users must also be accessible to external users (See Universal License Terms, Definitions). Servers that provide content, information, and applications that are limited to internal users, must be licensed with SharePoint Server 2010 and, if needed, FAST Search Server 2010 for SharePoint. All users who are not external users are "internal users."

SINGLE DOMAIN DEPLOYMENT

The software may only be used to create and host a single site at a time resolved from a single domain name (e.g., contoso.com) and its subdomains (e.g. support.contoso.com). A site is a collection of interconnected web pages and related web content that share a common homepage.

USING THE SAME RUNNING INSTANCE TO SUPPORT SHAREPOINT SERVER 2010 AND SHAREPOINT SERVER 2010 FOR INTERNET SITES STANDARD

Customers wishing to consolidate their SharePoint Server needs under a single deployment may acquire licenses for both products, assign those licenses to the same server, and use the same running instance of the software simultaneously under both licenses. However, customers must acquire CALs as required under the SharePoint Server 2010 use rights to access content limited to internal users and can only access SharePoint Server 2010 Standard CAL features on the licensed server.

System Center Virtual Machine Manager 2008 R2 Workgroup Edition

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

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

Windows Small Business Server 2011 Essentials

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

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

Additional Terms:

LIMITATIONS ON USE

You must run the server software within a domain where Active Directory is configured:

- as the domain controller (a single server which contains all the flexible single master operations (FSMO) roles);
- as the root of the domain forest;
- not to be a child domain, and
- to have no trust relationships with any other domains.

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

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

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

USING THE SERVER SOFTWARE

You may install and use one copy of the server software on a licensed server. You may use up to 25 accounts. Each account permits a named user to access and use the server software on that server. You may reassign a user account from one user to another provided that the reassignment does not occur within 90 days of the last assignment.

WINDOWS SMALL BUSINESS SERVER CONNECTOR

You may install and use the Windows Small Business Server Connector software on no more than 25 devices at any one time. Each device on which you install this software must be on the same local area network as your server software. You may use this software only with the server software.

WINDOWS SERVER 2008 R2 RIGHTS MANAGEMENT SERVICES ACCESS

You must acquire a Windows Server 2008 Rights Management Services CAL for each User Account through which a user directly or indirectly accesses the Windows Server 2008 R2 Rights Management Services functionality.

VALIDATION

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

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

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

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

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

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

DATA STORAGE TECHNOLOGY

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

Developer Tools (User License)

GENERAL LICENSE TERMS

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Before you use the software under a license, you must assign that license to one user. That user is the "licensed user" (See Universal License Terms, Definitions) for that particular license. You may assign other licenses to other users.

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ACCEPTANCE TESTING AND FEEDBACK

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

DATA STORAGE TECHNOLOGY

The 32-bit version of Windows Server may include data storage technology called Microsoft SQL Server Desktop Engine for Windows. Components of the server software use this technology to store data. You may not otherwise use or access this technology under these License Agreement/Product Use Rights.

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WINDOWS SERVER 2008 R2 REMOTE DESKTOP SERVICES (RDS)

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

WINDOWS DESKTOP OPERATING SYSTEM

The following sections of the Desktop Operating System section of these License Agreement/Product Use Rights apply to your use of Windows desktop operating system software.

- Use with Virtualization Technologies
- Icons, images and sounds
- Electronic Programming Guide
- Related Media Information
- Worldwide Use of the Media Center
- Potentially Unwanted Software
- Notices about MPEG-4 Visual Standard, MPEG-2 Visual Standard and VC-1 Visual Standard
- Validation
- Windows Internet Based Services
- Exceptions and Additional Terms for Windows, Windows K, Windows KN, Windows N

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- Global System for Mobile (Communications) (GSM),
- General Packet Radio Services (GPRS),
- Code Division Multiple Access (CDMA),
- Single Carrier Radio Transmission Technology (CDMA/1xRTT), and
- MPEG (audio and video)

WINDOWS HOME SERVER REMOTE ACCESS FEATURES

You are responsible for making sure that your use of Windows Home Server's remote access features complies with your broadband providers' terms of service. You may need to add services from your broadband provider to use Windows Home Server's remote access features. For example, you will need certain "ports" to be open to use these features, and some broadband providers block those ports for customers on some service plans. Also, some broadband providers' terms of service may limit or prohibit setting up and running of "servers" on their networks by some customers on some service plans. Please contact your broadband provider if you have questions about their terms of service.

.NET FRAMEWORK SOFTWARE

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

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Expression Encoder Pro 4

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See Applicable Notices: **Data Transfer**, **MPEG-2** (See Appendix 1)

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Additional Terms:

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Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index
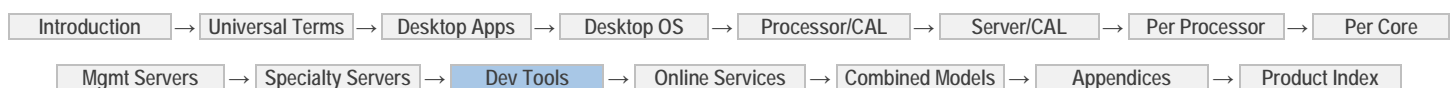
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- Electronic Programming Guide
- Related Media Information
- Worldwide Use of the Media Center
- Potentially Unwanted Software
- Notices about MPEG-4 Visual Standard, MPEG-2 Visual Standard and VC-1 Visual Standard
- Validation
- Windows Internet Based Services
- Exceptions and Additional Terms for Windows, Windows K, Windows KN, Windows N

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See Applicable Notices: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See Appendix 1)	Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

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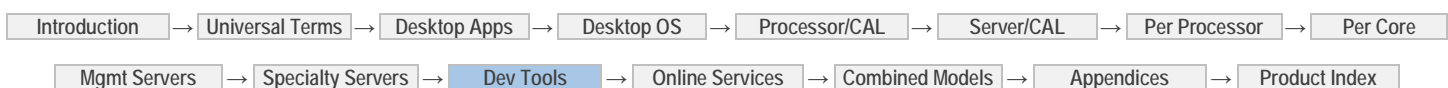Please see "Additional License Terms for MSDN Subscriptions" in the General Terms section.

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WINDOWS SOFTWARE COMPONENTS

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quality or performance tests as part of the build process on your build machines. We may list additional files at http://go.microsoft.com/fwlink/?LinkId=247624 to use for this same purpose.

UTILITIES

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THIRD PARTY PROGRAMS AND NOTICES.

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EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the following features (each a "Feature"), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not developing, distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, you acknowledge and agree that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package (including, with respect to the package-manager Features, any terms applicable to software dependencies that may be included in the package), and that it is your responsibility to locate, understand and comply with all applicable license terms for each such application or package; with respect to the package-manager Features, this includes your responsibility to follow the package source (feed) URL or by reviewing the packages for embedded notices or license terms. Microsoft makes no representations, warranties or guarantees as to the feed or gallery URL, any feeds or galleries from such URL, the information contained therein, or any software applications or packages referenced in or accessed by you through such feeds or galleries. Microsoft grants you no license rights for third-party software applications or packages that are obtained using the Features.

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

MICROSOFT SQL SERVER PRODUCT COMPONENTS AND WINDOWS SOFTWARE DEVELOPMENT KIT (WINDOWS SDK)

The software may be accompanied by Microsoft SQL Server components and Windows SDK, which are licensed to you under their own terms located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 11.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft .NET Framework, Microsoft Data Access Components, certain .dll's related to Microsoft Build technologies; Microsoft Internet Information Services (IIS) Express and Windows Library for JavaScript components. All these are part of Windows software and the license terms for Windows apply to your use of them.

MSDN SUBSCRIPTION COMPONENTS

Please see "Additional License Terms for MSDN Subscription Components" in the General Terms section.
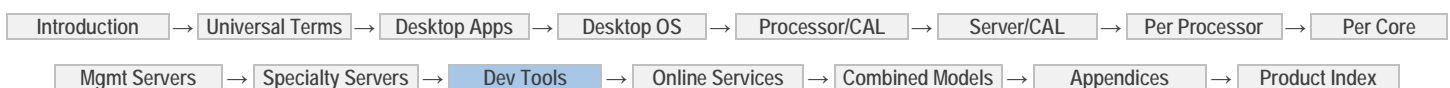
Visual Studio Ultimate 2012 with MSDN

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

See Applicable Notices: **Data Transfer, H.264/MPEG-4 AVC and/or VC-1** (See Appendix 1)	Included Technologies: **.NET Framework and/or Powershell Software** (See Universal License Terms)

Additional Terms:

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

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

BUILDSERVER.TXT FILE

BuildServer Lists can be found at http://go.microsoft.com/fwlink/?LinkId=247624. You may install copies of the files listed in it, onto your build machines. You may do so solely for the purpose of compiling, building, verifying and archiving your programs or to run quality or performance tests as part of the build process on your build machines. We may list additional files at http://go.microsoft.com/fwlink/?LinkId=247624 to use for this same purpose.

UTILITIES

Utilities Lists can be found at http://go.microsoft.com/fwlink/?LinkId=247624. The software contains certain components identified in that list. The components contained in the software vary by edition. You may copy and install the Utilities you receive with the software on to other third party machines. You may use the Utilities only to debug and deploy your programs and databases you develop with the software. You must delete all the Utilities installed onto a device when you finish debugging your program, but no later than 30 days after you install them on that device.

THIRD PARTY PROGRAMS AND NOTICES.

Certain third party code included in the software is licensed to you by Microsoft under this license agreement, rather than licensed to you by any third party under some other license terms. Notices, if any, for this third party code are included with the software may be found in the ThirdPartyNotices.txt file or in the software documentation.

EXTENSION AND PACKAGE MANAGER FEATURES

The software includes the following features (each a "Feature"), each of which enables you to obtain software applications or packages through the Internet from other sources: Extension Manager, New Project Dialog, Web Platform Installer, Microsoft NuGet-Based Package Manager, and the package manager feature of Microsoft ASP.NET Web Pages. Those software applications and packages are offered and distributed in some cases by third parties and in some cases by Microsoft, but each such application or package is under its own license terms. Microsoft is not developing, distributing or licensing any of the third-party applications or packages to you, but instead, as a convenience, enables you to use the Features to access or obtain those applications or packages directly from the third-party application or package providers. By using the Features, you acknowledge and agree that you are obtaining the applications or packages from such third parties and under separate license terms applicable to each application or package (including, with respect to the package-manager Features, any terms applicable to software dependencies that may be included in the package), and that it is your responsibility to locate, understand and comply with all applicable license terms for each such application or package; with respect to the package-manager Features, this includes your responsibility to follow the package source (feed) URL or by reviewing the packages for embedded notices or license terms. Microsoft makes no representations, warranties or guarantees as to the feed or gallery URL, any feeds or galleries from such URL, the information contained therein, or any software applications or packages referenced in or accessed by you through such feeds or galleries. Microsoft grants you no license rights for third-party software applications or packages that are obtained using the Features.

OFFICE PROFESSIONAL PLUS 2010, VISIO 2010 PREMIUM, PROJECT 2010 PROFESSIONAL, PROJECT SERVER 2010 DEVICE CAL

Despite the limitation in the General License Terms above the licensed user may also install and use one copy of Office Professional Plus 2010, Visio 2010 Premium, Project 2010 Professional on one device for production use. The licensed user may also access a Project Server 2010 from one device. Except as provided here, the Desktop Applications and Server/CAL sections of these License Agreement/Product Use Rights applies to the licensed user's use of this software .

SYSTEM CENTER – VIRTUAL MACHINE MANAGER (SCVMM)

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

MICROSOFT SQL SERVER PRODUCT COMPONENTS AND WINDOWS SOFTWARE DEVELOPMENT KIT (WINDOWS SDK)

The software may be accompanied by Microsoft SQL Server components and Windows SDK, which are licensed to you under their own terms located in the "Licenses" folder in the following installation directory: ...\%Program Files%\Microsoft Visual Studio 11.0\Licenses\. You may only use these components in conjunction with your use of the software. If you do not agree to the components' license terms, you may not use them.

WINDOWS SOFTWARE COMPONENTS

The software may include Microsoft .NET Framework, Microsoft Data Access Components, certain .dll's related to Microsoft Build technologies; Microsoft Internet Information Services (IIS) Express and Windows Library for JavaScript components. All these are part of Windows software and the license terms for Windows apply to your use of them.

MSDN SUBSCRIPTION COMPONENTS

Please see "Additional License Terms for MSDN Subscriptions" in the General Terms section.

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

GENERAL LICENSE TERMS

Before you access and use an online service, you must acquire and assign the User, Device, Services or Add-on SLs that correspond to that online service. The appropriate SLs for each online service are listed in the Product-Specific License Terms section. If both User and Device SLs are listed for an online service, you can acquire either. Certain terms in your volume licensing agreement do not apply to the online services, including the commitment to use rights. You also do not have perpetual rights to use the online services. You have no right to continue to use the online services after the expiration, termination or cancellation of your subscription license. See Universal License Terms, Definitions for meanings of "customer data" and "SL".

License Terms Updates

We may update these license terms from time to time. Changes to these license terms that we either introduce with updates or supplements to the online service or related software, are required by law to make, or do not materially affect your use of the online services will apply immediately. For any other changes, your use of the online service under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates.. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the online service after we publish them in these License Agreement/Product Use Rights or send you an email notice about the updates.

Online Service Updates

We may modify the functionality or features or update the online service and software from time to time. After an update, some previously available functionality or features may change or no longer be available. If we update the online service or software and you do not use the updated online service or software, some features may not be available to you and your use of the online service and software may be interrupted.

Suspension of an Online Service

ONLINE SERVICES SUSPENSION

We may suspend an Online Service in whole or in part in the following circumstances:

1. if we believe that your use of the Online Service represents a direct or indirect threat to our network function or integrity or anyone else's use of the Online Service;

2. if reasonably necessary to prevent unauthorized access to Customer Data;

3. to the extent necessary to comply with legal requirements; or

4. if you do not abide by the Acceptable Use Policy section of the Online Services use rights or violate other terms of your volume licensing agreement.

OUR SUSPENSION PROMISE

Any suspension of an Online Service pursuant to this section shall apply to the minimum necessary portion of the Online Service and will only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

NOTICE OF SUSPENSION

We will provide advance notice before suspending an Online Service, except where we reasonably believe an immediate suspension is required. We will provide at least 30 days' notice before suspending an Online Service for non-payment.

OUR RIGHT TO TERMINATE THE ONLINE SERVICE

 If you do not fully address the reasons for the suspension within 60 days after we suspend your Online Service, we may terminate your Subscription and reserve the right to delete your Customer Data without any retention period.

Online Service Expiration or Termination

Upon expiration or termination of your online service subscription, you may contact Microsoft and tell us whether to:

1. disable your account and then delete the customer data; or

2. retain your customer data stored in the online service in a limited function account for at least 90 days after expiration or termination of your subscription (the "retention period") so that you may extract the data.

If you indicate (1), you will not be able to extract the customer data from your account. If you do not indicate (1) or (2), we will retain the customer data in accordance with (2).

Following the expiration of the retention period, we will disable your account and then delete your customer data. Cached or back-up copies will be purged within 30 days of the end of the retention period.

The online service may not support retention or extraction of software provided by you to run in the online service.

NO LIABILITY FOR DELETION OF CUSTOMER DATA

You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return the customer data. You agree that we have no liability whatsoever for deletion of the customer data pursuant to these terms.

Availability of Online Service

Availability of the online service, some of its functionality, and language versions varies by country. End users may only use the online service, or certain functionality of online service, as is made available in the primary location of the end user. Information on availability is located at http://www.microsoft.com/online/faq.aspx#international or at an alternate site Microsoft identifies.

Responsibility for Your Accounts

You are responsible for your passwords, if any, and all activity with your online service accounts including that of users you provision and dealings with third parties that take place through your account or associated accounts. You must keep your accounts and passwords confidential. You must tell us right away about any possible misuse of your accounts or any security incident related to the online service.

Use of Software with the Online Service

You may need to install certain Microsoft software in order to sign into and use the online service. If so, the following terms apply:

MICROSOFT SOFTWARE LICENSE TERMS

You may install and use the software on your devices only for use with the online service. Your right to use the software ends when your right to use the online service terminates or expires, or when we update the online service and it no longer supports the software, whichever comes first. You must uninstall the software when your right to use it ends. We may also disable it at that time.

AUTOMATIC UPDATES FOR MICROSOFT SOFTWARE

From time to time, we may check your version of the software and recommend or download updates to your devices. You may not receive notice when we download the update.

Use of Other Web Sites and Services

You may need to use certain Microsoft web sites or services to access and use the online services. If so, the terms of use associated with those web sites or services, as applicable, apply to your use of them.

Third Party Content and Services

We are not responsible for any third party content you access directly or indirectly via the online service. You are responsible for your dealings with any third party (including advertisers) related to the online service (including the delivery of and payment for goods and services).

Acquired Rights

You agree that your use of any online service does not violate any labor or employment law, breach any employment contracts, collective bargaining agreements, or would cause claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, unfair dismissal costs, or redundancy costs.

Any violation of this section "Acquired Rights" will be deemed a material breach of this License Agreement / Product Use Rights.

Your Customer Data

You may be able to submit customer data for use in connection with the online service. "Customer data" are all data, including all text, sound, or image files that are provided to us by, or on behalf of, you through your use of the online service. When you submit customer data for use with any online service that enables communication or collaboration with third parties, you acknowledge that those third parties may then be able to:

- Use, copy, distribute, display, publish, and modify the customer data;
- Publish your name in connection with the customer data; and
- Facilitate others' ability to do the same.

Some online services may offer functionality that restricts third parties' ability to do so. It is your responsibility to make use of that functionality as appropriate for your intended use of the customer data.

You agree to secure rights in your customer data necessary for us to provide you the online service without violating the rights of any third party, or otherwise obligating Microsoft to you or any third party. Microsoft does not and will not accept any obligations set forth in any separate license or other agreement that may apply to your customer data or use of the online service

Ownership of Customer Data

As between the parties, you retain all right, title and interest in and to customer data. We acquire no rights in customer data, other than the rights you grant to us for the applicable online service. This does not apply to software or services we license you.

Non-Microsoft Software and Services

Microsoft may make non-Microsoft software and services available to you through the Portal or other means. The use of this non-Microsoft software or service will be governed by separate terms between you and the third party providing that non-Microsoft software or service. For your convenience, Microsoft may include charges for the non-Microsoft software or service as part of your bill for Microsoft's Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the non-Microsoft software or service.

You are solely responsible for any non-Microsoft software or service that you install or use with the online service. We are not a party to and are not bound by any terms governing your use of any non-Microsoft software or service. Without limiting the foregoing, non-Microsoft software, services, technology, or scripts linked to or referenced from any online services website, are licensed to you under the open source licenses used by the third parties that own such code, not by us.

If you install or use any non-Microsoft software or service with the online service, you direct and control the installation in and use of such software in the online services through your actions (e.g., through your use of application programming interfaces and other technical means that are part of the online service). We will not run or make any copies of such non-Microsoft software outside of our relationship with you.

If you install or use any non-Microsoft software or service with the online service, you may not do so in any way that would subject our intellectual property or technology to obligations beyond those included in your volume licensing agreement.

Privacy

Personal data collected through the online service may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. This includes any personal data you collect using the online service. By using the online service, you consent to transfer of personal data outside of your country. You also agree to obtain sufficient authorization from persons providing personal data to you, to::

- transfer that data to Microsoft and its agents, and
- permit its transfer, storage and processing.

If you are an educational institution, you shall be responsible for any parental consent for any end users' use of the online service as may be required by applicable law.

See the online service's privacy statement for more information about how we may collect and use your information. A link to the policy is included with applicable products in the Product-Specific License Terms section below.

Our Use of Customer Data; Third Party Requests

Customer data will be used only to provide you the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam).

We will not disclose customer data to a third party (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) except as you direct or unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. You are responsible for responding to requests by a third party regarding your use of the online service, such as a request to take down content under the Digital Millennium Copyright Act. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

Security of Customer Data

We will implement reasonable and appropriate technical and organizational measures, as described in the security overview applicable to the online service to help secure your customer data processed or accessed by the online service against accidental or unlawful loss, access, or disclosure. You agree that these measures are:

- our only responsibility with respect to the security and handling of customer data; and
- in place of any confidentiality obligation contained in your volume licensing agreement or any other non-disclosure or confidentiality agreement.

See the Product-Specific License Terms section below for information on where to find the security overview for applicable online service.

Acceptable Use Policy

Neither you nor those that access the online service through you may use the online service:

- in a way prohibited by law, regulation, governmental order or decree;
- to violate the rights of others;
- to use the online service to try to gain unauthorized access to or disrupt any service, data, account or network by any means;
- to falsify any protocol or email header information (e.g., "spoofing");
- to spam or distribute malware;
- in a way that could harm the online service or impair anyone else's use of it; or
- for any high risk use (where failure or fault of the online service could lead to death or serious bodily injury of any person, or to severe physical or environmental damage).

Regulatory

We may modify or terminate the online service in any country where there is any current or future government requirement or obligation that subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, presents a hardship for Microsoft to continue operating the online service without modification, and/or causes Microsoft to believe these terms or the online service may be in conflict with any such requirement or obligation. For example, we may modify or terminate the online service in connection with a government requirement that causes Microsoft to be regulated as a telecommunications provider.

Use for Evaluation Purposes

Except as permitted in the Exceptions and Additional Terms for Particular Products section, you must acquire licenses to use the online service for evaluation purposes. This applies despite anything to the contrary in your volume licensing agreement.

Electronic Notices

We may provide you with information about the online service in electronic form. It may be via email to the address you provide when you sign up for the online service, or through a web site that we identify. Notice via email is given as of the transmission date. As long as you use the online service, you have the software and hardware needed to receive these notices. You may not use the online service if you do not agree to receive these electronic notices.

Limited Warranty

Despite terms to the contrary in your volume licensing agreement, if any, the limited warranty does not apply to downtime or other interruption in access to online service or any other performance metrics that are addressed in the Service Level Agreement for the online service. If you have a Master Business and Services Agreement version 2010 or later, or have signed the Online Services Supplemental Terms and Conditions, those terms supersede the limitations in this subsection.

Compliance with Laws and Regulations

Microsoft will comply with all laws and regulations applicable to its provision of the online services (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to you or your industry that are not generally applicable to information technology services providers.

PRODUCT-SPECIFIC LICENSE TERMS

Bing Maps Professional

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

Privacy Statement: **Yes** (See http://privacy.microsoft.com/en-us/search.mspx#EJB)

USER SLs

Required for each of your:	*Required SL:*
• Users authenticated by your programs that access the service or related software	• Bing Maps Professional User SL

SERVICE SLs

Number Required:	*Required SL:*
• One per enrollment or Open Value Agreement	• One Bing Maps Professional Services SL

ADD-ON SLs

When Required:	*Required SL:*
• For unauthenticated users to access the online service through your programs, based on the number of billable transactions per month	• Billable Transactions Add-on SL[1] [1] Add-On SLs are for a specified number of base units (e.g., sessions, minutes or transactions).

Additional Terms:

BING MAPS APIS

You may use all Bing Maps API's in accordance with the Microsoft Bing Maps Platform API's Terms of Use and Bing Maps Platform SDKs, including any successors there to, located here: http://go.microsoft.com/fwlink/p/?LinkID=66121 and http://go.microsoft.com/fwlink/p/?LinkID=223436.

We may update the Bing Maps Platform API's Terms of Use from time to time. Changes to these license terms that we either introduce with updates to the Bing Maps Platform, are required by law to make, or do not materially affect your use of the Bing Maps Platform will apply immediately. For any other changes, your use of the Bing Maps Platform under any existing license during the first 12 months of your subscription license term will be governed by these license terms without those updates. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the new terms by using the Bing Maps Platform API's after we publish them here: http://go.microsoft.com/fwlink/p/?LinkID=66121or send you an email notice about the updates.

Dynamics CRM Mobile

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=101172)	Security Overview: **Yes** (See http://www.microsoft.com/download/en/details.aspx?id=15543)
	Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:	*Required SL:*
• Users who access Microsoft Dynamics CRM Mobile	• Dynamics CRM User SL, **or**

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

Mgmt Servers → Specialty Servers → Dev Tools → Online Services → Combined Models → Appendices → Product Index
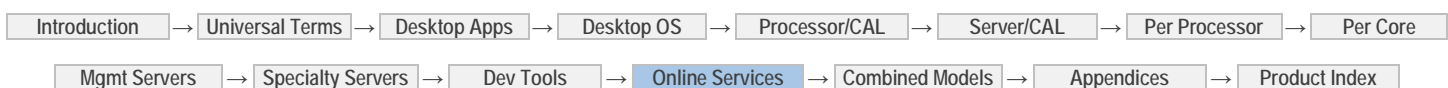
service or related software	- Dynamics CRM 2011 Full Use Additive CAL, **or** - Dynamics CRM 2011 Limited Use Additive CAL 　　*plus* - Dynamics CRM Mobile User SL

Additional Terms:

DATA

You are responsible for maintaining and backing-up any data that you use with the online service. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data that you use with the online service. Upon termination or cancellation of the online service by you or us for any reason, we may delete your data permanently from our servers.

ASSOCIATED ACCOUNTS

Only you may use your Dynamics CRM Mobile service. However, we may allow you to set up additional member accounts that are dependent on your account (an "associated account"). We may limit associated accounts. You are responsible for all activity under your Dynamics CRM Mobile service account, associated accounts and passwords. You are solely responsible for monitoring usage of your account and for any use or misuse of your account resulting from any associated account or any third party using any password or user name selected by or issued to you. If you are the authorized user of an associated account, then the person or entity that gave you access to the online service (the account holder) has full control over your associated account. This control includes the right to end the Subscription for online service, close or alter your associated account at any time, and, in some cases, request and receive machine and Dynamics CRM Mobile service usage information related to your associated account. This does not negate the need for a subscription license for each individual user.

INCIDENTAL CHARGES

The prices and rate plans for Dynamics CRM Mobile do not include any phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. You are responsible for all such incidental charges.

LIMITS ON SERVICE

We may establish limits on your use of Dynamics CRM Mobile. For example, we may limit the number and size of email messages that you may send or receive through the online service, the number of accounts to which you may subscribe, the number of transactions you can conduct through the online service, and the number of asynchronous transactions that can be executed with an organization.

USE FOR EVALUATION PURPOSES

You may use the online service for a 30 day evaluation period. You agree that we have no obligation to hold, export or return your customer data if you do not acquire licenses to use the online service upon the expiration of the evaluation period. You agree that we have no liability whatsoever for deletion of your customer data pursuant to the foregoing terms.

Dynamics CRM Online

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=101172)	Security Overview: **Yes** (See http://www.microsoft.com/download/en/details.aspx?id=15543) Service Level Agreement: **Service Level Agreement: Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:	*Required SL:*
Users who access the online service or related software	- Dynamics CRM User SL, **or** - Dynamics CRM User SL for Software Assurance

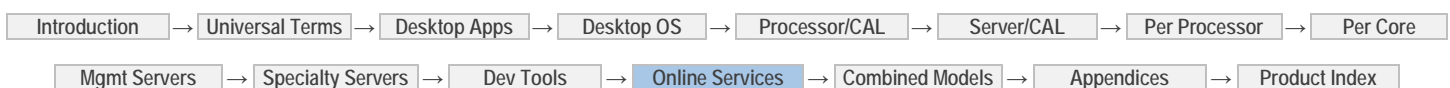## User SL for Software Assurance

You need:	*Qualifying CAL:*
Dynamics CRM Online USL	- Dynamics CRM 4.0 Full Use Additive CAL, **or** - Microsoft Dynamics CRM 2011 Full Use Additive CAL

ADD-ON SLs

When Required:	**Required SL:**
• For each one gigabyte of storage in excess of storage provided with User SLs	• Dynamics CRM Online Add on Extra Storage

When required:	**Required SL:**
• For each one instance[1] of Dynamics CRM Online in excess of instance provided with User SLs	• Dynamics CRM Online Add on Extra Instance

[1] See Universal License Terms, Definitions

Additional Terms:

DATA

You are responsible for maintaining and backing-up any data that you use with the online service. We shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data that you use with the online service. Upon termination or cancellation of the online service by you or us for any reason, we may delete your data permanently from our servers.

ASSOCIATED ACCOUNTS

Only you may use your Dynamics CRM Online account. However, we may allow you to set up additional member accounts that are dependent on your account (an "associated account"). We may limit associated accounts. You are responsible for all activity under your Dynamics CRM Online account, associated accounts and passwords. You are solely responsible for monitoring usage of your Dynamics CRM Online account and for any use or misuse of your Dynamics CRM Online account resulting from any associated account or any third party using any password or user name selected by or issued to you. If you are the authorized user of an associated account, then the person or entity that gave you access to Dynamics CRM Online (the account holder) has full control over your associated account. This control includes the right to end the Subscription for Dynamics CRM Online, close or alter your associated account at any time, and, in some cases, request and receive machine and Dynamics CRM Online usage information related to your associated account. This does not negate the need for a subscription license for each individual user.

INCIDENTAL CHARGES

The prices and rate plans for Dynamics CRM Online do not include any phone and Internet access charges, mobile text messaging, wireless service and other data transmissions, unless stated otherwise. You are responsible for all such incidental charges.

LIMITS ON SERVICE

We may establish limits on your use of Dynamics CRM Online. For example, we may limit the number and size of email messages that you may send or receive through Dynamics CRM Online, the number of Dynamics CRM Online accounts to which you may subscribe, the number of transactions you can conduct through Dynamics CRM Online, and the number of asynchronous transactions that can be executed with an organization.

USER SLS FOR SOFTWARE ASSURANCE

User SLs for Software Assurance may be acquired and assigned to users either:

• who have also been assigned a qualifying CAL with active Software Assurance coverage or

• who use a device to which a qualifying Device CAL with active Software Assurance coverage has been assigned.

You may not assign User SLs for Software Assurance to more than one user at a time for any given qualifying device CAL. You must maintain active Software Assurance coverage on your qualifying CALs during the term of your User SL for Software Assurance. Your right to access the online service or related software under a User SL for Software Assurance expires on the earlier of:

• the lapse of Software Assurance coverage on your qualifying CAL or

• expiration of your User SL for Software Assurance.

A User SL for Software Assurance corresponding to a user CAL only may be (and must be) reassigned to another user, when and as the qualifying user CAL is reassigned. A User SL for Software Assurance corresponding to a device CAL may be reassigned to another user only when that new user uses a device that is assigned a qualifying device CAL with active Software Assurance coverage.

User SLs available for Software Assurance customers and their qualifying CALs are listed in the table above.

USE FOR EVALUATION PURPOSES

You may use the online service for a 30 day evaluation period. You agree that we have no obligation to hold, export or return your customer data if you do not acquire licenses to use the online service upon the expiration of the evaluation period. You agree that we have no liability whatsoever for deletion of your customer data pursuant to the foregoing terms.

Exchange Hosted Encryption

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=101332)   Security Overview: **Yes** (See http://go.microsoft.com/fwlink/?LinkId=137325)

USER SLs

Required for each of your:
- Users whose customer data[1] is processed and stored by the online service or related software

[1] See Universal License Terms, Definitions

Required SL:
- Exchange Hosted Encryption User SL

Additional Terms:

LICENSE TERMS UPDATES

Except as follows, during the current term of your applicable enrollment or Open License Value Agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these License Agreement/Product Use Rights or send you an email about the updates.

Exchange Online Archiving

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409   Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:
- Users whose customer data[1] is processed and stored by the online service or related software

[1] See Universal License Terms, Definitions

Required SL:
- Exchange Online Archiving User SL, **or**
- Exchange Online Archiving A User SL, **or**
- Exchange Online Archiving G User SL

Exchange Online Kiosk

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409   Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)
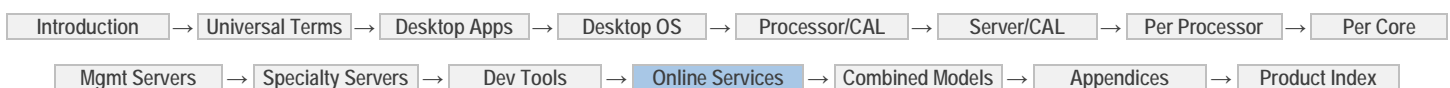
USER SLs

Required for each of your:
- Users who access the online service or related software Users licensed for Exchange Online Kiosk may only use Exchange ActiveSync to synchronize mobile phones. Use of ActiveSync with tablets or slates is not permitted.

Required SL:
- Exchange Online Kiosk User SL, **or**
- Office 365 Plan K1 User SL, **or**
- Office 365 Plan K2 User SL, **or**
- Exchange Online Kiosk G User SL, **or**
- Office 365 Plan K1G User SL, **or**
- Office 365 Plan K2G User SL

Exchange Online Plan 1

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

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

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409

Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:

- Users who access the online service or related software. Archiving may be used for messaging storage only.

Required SL:

- Exchange Online Plan 1 User SL, **or**
- Exchange Online Plan 2 User SL, **or**
- Office 365 Plan E1-E4 User SL, **or**
- Exchange Online Plan 1A User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Office 365 Plan A1-A4 User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Exchange Online Plan 1G User SL, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Plan G1-G4 User SL

[1] with active Software Assurance coverage

Exchange Online Plan 2

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409

Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:

- Users who access the online service or related software. Archiving may be used for messaging storage only.

Required SL:

- Exchange Online Plan 2 User SL, **or**
- Office 365 Plan E3-E4 User SL, **or**
- Exchange Online Plan 2A User SL, **or**
- Office 365 Plan A3-A4 User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Exchange Online Plan 2G User SL, **or**
- Office 365 Plan G3-G4 User SL

[1] with active Software Assurance coverage

Forefront Online Protection for Exchange

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=101332) | Security Overview: **Yes** (See http://go.microsoft.com/fwlink/?LinkId=137325)

Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:
- Users whose customer data[1] is processed by the online service or related software

[1] See Universal License Terms, Definitions

Required SL:
- Forefront Online Protection for Exchange User SL, **or**
- Enterprise CAL Suite (User)[2], **or**
- Enterprise CAL Bridge for Office 365 (User)[2], **or**
- Enterprise CAL Bridge for Windows Intune (User)[2], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (User)[2], **or**
- Exchange Server 2010 Enterprise CAL (User)[2], **or**
- Forefront Protection Suite (User)

[2] with active Software Assurance coverage

DEVICE SLs

Required for each of your:

- Devices whose customer data[1] is processed by the online service or related software

[1] See Universal License Terms, Definitions

Required SL:
- Forefront Online Protection for Exchange Device SL, **or**
- Enterprise CAL Suite (Device) [2], **or**
- Enterprise CAL Bridge for Office 365 (Device) [2], **or**
- Enterprise CAL Bridge for Windows Intune (Device) [2], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (Device) [2], **or**
- Exchange Server 2010 Enterprise CAL (Device) [2], **or**
- Forefront Protection Suite (Device)

[2] with active Software Assurance coverage

Additional Terms:

LICENSE TERMS UPDATES

Except as follows, during the current term of your applicable enrollment or Open License Value Agreement, the license terms in effect on the date on which you first acquire the online service apply to your use of the online service. We may update the scope of use terms any time. You agree to the new scope of use terms by using the online service after we publish them in these License Agreement/Product Use Rights or send you an email about the updates.

USE FOR EVALUATION PURPOSES

You may use the online service for a 30 day evaluation period.

Forefront Protection 2010 for Exchange Server

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

Privacy Statement: **Yes** (http://go.microsoft.com/fwlink/?LinkID=91255)

USER SLs

Required for each of your:
- Users whose email is processed by the online service or related software

Required SL:
- Forefront Protection 2010 for Exchange Server User SL, **or**
- Enterprise CAL Suite (User) [1], **or**
- Enterprise CAL Bridge for Office 365 (User) [1], **or**
- Enterprise CAL Bridge for Windows Intune (User)[1], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune

- (User) [1], **or**
- Exchange Server 2010 Enterprise CAL (User) [1], **or**
- Forefront Protection Suite (User)

[1] with Active Software Assurance coverage.

DEVICE SLs

Required for each of your:

- Devices that access email processed by the online service or related software

Required SL:

- Forefront Protection 2010 for Exchange Server Device SL, **or**
- Enterprise CAL Suite (Device)[1], **or**
- Enterprise CAL Bridge for Office 365 (Device)[1], **or**
- Enterprise CAL Bridge for Windows Intune (Device)[1], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (Device)[1], **or**
- Exchange Server 2010 Enterprise CAL (Device)[1], **or**
- Forefront Protection Suite (Device)

[1] with Active Software Assurance coverage.

ADD-ON SLs

When required:

- One for each server running the online service or related software

Required SL:

- Forefront Protection 2010 for Exchange Server External Connector Add on SL

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs, Device SLs and Add-on SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

Forefront Protection 2010 for SharePoint

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=91255)

USER SLs

Required for each of your:

- Users who access data on SharePoint sites processed by the online service or related software

Required SL:

- Forefront Protection 2010 for SharePoint User SL, **or**
- Enterprise CAL Suite (User)[1], **or**
- Enterprise CAL Bridge for Office 365 (User)[1], **or**
- Enterprise CAL Bridge for Windows Intune (User)[1], **or**
- Enterprise CAL Bridge for Office 365 and Windows Intune (User)[1], **or**
- Forefront Protection Suite (User)

[1] with active Software Assurance coverage

DEVICE SLs

Required for each of your:	*Required SL:*
• Devices that access data on SharePoint sites processed by the online service or related software	• Forefront Protection 2010 for SharePoint Device SL, **or** • Enterprise CAL Suite (Device)[1], **or** • Enterprise CAL Bridge for Office 365 (Device)[1], **or** • Enterprise CAL Bridge for Windows Intune (Device)[1], **or** • Enterprise CAL Bridge for Office 365 and Windows Intune (Device)[1], **or** • Forefront Protection Suite (Device)

[1] with active Software Assurance coverage

ADD-ON SLs

When required:	*Required SL:*
• For each server running the online service or related software	• Forefront Protection 2010 for SharePoint for Internet Sites Add-on SL

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs, Device SLs and Add-on SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

• anti-virus and anti-spam software; and
• signature files and content filtering data files.

Forefront Security for Office Communications Server

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=91255)

USER SLs

Required for each of your:	*Required SL:*
• Users whose instant messages are processed by the online service or related software	• Forefront Security for Office Communications Server User SL, **or** • Enterprise CAL suite (User)[1], **or** • Enterprise CAL Bridge for Office 365 (User)[1], **or** • Enterprise CAL Bridge for Windows Intune (User)[1], **or** • Enterprise CAL Bridge for Office 365 and Windows Intune (User)[1], **or** • Forefront Protection Suite (User)

[1] with active Software Assurance coverage

DEVICE SLs

Required for each of your:	*Required SL:*
• Devices that access instant messages that are processed by the online service or related software	• Forefront Security for Office Communications Server Device SL, **or** • Enterprise CAL suite (Device)[1], **or** • Enterprise CAL Bridge for Office 365 (Device)[1], **or** • Enterprise CAL Bridge for Windows Intune (Device)[1], **or**

- Enterprise CAL Bridge for Office 365 and Windows Intune (Device)[1], **or**
- Forefront Protection Suite (Device)

[1] with active Software Assurance coverage

ADD-ON SLs

When required:
- For each server running the online service or related software

Required SL:
- Forefront Security for Office Communications Server External Connector Add-on SL

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs, Device SLs and Add-on SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

Forefront Threat Management Gateway Web Protection Service

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

Privacy Statement: Yes (See http://go.microsoft.com/fwlink/?LinkID=91255)

USER SLs

Required for each of your:
- Users who access data processed by the online service or related software. However, you do not need User SLs for external users[1] whose data is processed by the online service or related software.

[1] See Universal License Terms, Definitions

Required SL:
- Forefront Threat Management Gateway Web Protection Service User SL, **or**
- Enterprise CAL Suite (User)[2], **or**
- Enterprise CAL Bridge for Office 365 (User)[2], **or**
- Enterprise CAL Bridge for Windows Intune (User)[2], **or**
- Enterprise CAL Bridge for Office 365 + Windows Intune (User)[2], **or**
- Forefront Protection Suite (User)

[2] with active Software Assurance coverage

DEVICE SLs

Required for each of your:

- Devices that access data processed by the online service or related software. However, you do not need User SLs for external users[1] whose data is processed by the online service or related software.

[1] See Universal License Terms, Definitions

Required SL:
- Forefront Threat Management Gateway Web Protection Service Device SL, **or**
- Enterprise CAL Suite (Device)[2], **or**
- Enterprise CAL Bridge for Office 365 (Device)[2], **or**
- Enterprise CAL Bridge for Office Windows Intune (Device)[2], **or**
- Enterprise CAL Bridge for Office 365 + Windows Intune (Device)[2], **or**
- Forefront Protection Suite (Device)

[2] with active Software Assurance coverage

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs, Device SLs and Add-on SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

Groove Enterprise Services

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

Privacy Statement: **Yes** (See http://www.office.microsoft.com/en-us/products/FX101153391033.aspx)

USER SLs

Required for each of your:	*Required SL:*
- Users that synchronize files and documents through the online service or related software	- Groove Enterprise Services User SL

DEVICE SLs

Required for each of your:	*Required SL:*
- Devices that synchronize files and documents through the online service or related software	- Groove Enterprise Services Device SL

Additional Terms:

SUBSTITUTION OF RELAY AND MANAGEMENT TECHNOLOGIES

We may substitute comparable software and files for the online service's ability to:

- synchronize across multiple clients using the relay service; and
- set policies and manage individual clients.

MONITORING OF RELAY DATA

We will not monitor, view, or edit your relay data that are processed or accessed by the online service, except:

- to provide or improve the online service; and
- as described in the Monitoring Your Use section above.

"Relay data" are your email, files, documents, and other data files that are processed or accessed by the online service.

HANDLING OF RELAY DATA

We will use the measures described at http://www.groove.net/index.cfm?pagename=PrivacySoftware to help secure your relay data processed or accessed by the online service. You agree that these measures are:
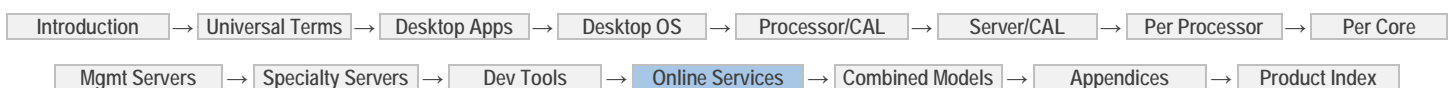
- our only responsibility with respect to the security and handling of relay data; and
- in place of any confidentiality obligation contained in your volume licensing agreement or any other non-disclosure agreement.

Lync Online Plan 1

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

See Applicable Notices: **Recording Notice, H.264/MPEG-4 AVC and/or VC-1**

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

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

See the Office 365 Privacy & Security Supplement at:
http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409

USER SLs

Required for each of your:
- Users who access the online service or related software.

Required SL:
- Lync Online Plan 1 User SL, **or**
- Lync Online Plan 2 User SL, **or**
- Office 365 Plan E1-E4 User SL, **or**
- Lync Online Plan 1A User SL, **or**
- Lync Online Plan 2A User SL, **or**
- Office 365 Plan A1-A4 User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Lync Online Plan 1G User SL, **or**
- Lync Online Plan 2G User SL, **or**
- Office 365 Plan G1-G4 User SL, **or**
- Live Meeting Professional User SL, **or**
- Live Meeting Standard User SL

[1] with active Software Assurance coverage

Additional Terms:

MICROSOFT SILVERLIGHT SOFTWARE

Lync 2010 includes Silverlight. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology.

Lync Online Plan 2

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

See Applicable Notices: **Recording Notice, H.264/AVC, MPEG-4 AVC, and/or VC-1**

See the Office 365 Privacy & Security Supplement at:
http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409

USER SLs

Required for each of your:
Authenticated users who access the online service or related software. However,
- Users licensed for Lync Online Plan 1
- Users licensed for Lync Server Standard CAL
- Users licensed for Lync Server Enterprise CAL

do not need the required SLs to access the online service for purposes other than scheduling or conducting a web conference.

Required SL:
- Lync Online Plan 2 User SL, **or**
- Office 365 Plan E1-E4 User SL, **or**
- Lync Online Plan 2A User SL, **or**
- Office 365 Plan A1-A4 User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL

- Add-on, **or**
- Lync Online Plan 2G User SL, **or**
- Office 365 Plan G1-G4 User SL, **or**
- Live Meeting Professional User SL, **or**
- Live Meeting Standard User SL

[1] with active Software Assurance coverage

Lync Online Plan 3

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

See Applicable Notices: **Recording Notice, H.264/AVC, MPEG-4 AVC, and/or VC-1**

See the Office 365 Privacy & Security Supplement at:
http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409

USER SLs

Required for each of your:
Authenticated users who access the online service or related software.However,

- Users licensed for Lync Online Plan 1
- Users licensed for Lync Server Standard CAL
- Users licensed for Lync Server Enterprise CAL

do not need the required SLs to access the online service for purposes other than (i) scheduling or conducting a web conference, or (ii) initiating a voice call through the public switched telephone network (PSTN).

Required SL:
- Lync Online Plan 3 User SL, **or**
- Office 365 Plan E4 User SL[1], **or**
- Lync Online Plan 3A User SL, **or**
- Office 365 Plan A4 User SL[1], **or**
- Core CAL Suite[2] with Office 365 Plan A4 User SL Add-on[1], **or**
- Enterprise CAL Suite[2] with Office 365 Plan A4 User SL Add-on[1], **or**
- Core CAL Suite[2] with Office Pro Plus[2] and Office 365 Plan A4 User SL Add-on[1], **or**
- Enterprise CAL Suite[2] with Office Pro Plus[2] and Office 365 Plan A4 User SL Add-on[1], **or**
- Office Pro Plus[2] with Office 365 Plan A4 User SL Add-on[1], **or**
- Lync Online Plan 3G User SL, **or**
- Office 365 Plan G4 User SL[1]

[1] Customers purchasing from countries other than the U.S. and U.K. receive Lync Online Plan 2 instead of Lync Online Plan 3
[2] with active Software Assurance coverage

Lync Server Public Instant Messaging Connectivity with America Online (AOL) Instant Messaging Service and Windows Live Messenger Service

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

Privacy Statement: **Yes** (See
http://go.microsoft.com/fwlink/?LinkId=102301&clcid=0x409)

USER SLs

Required for each of your:
- Users who access the AOL and/or Windows Live instant messaging service providers through the online service or related software
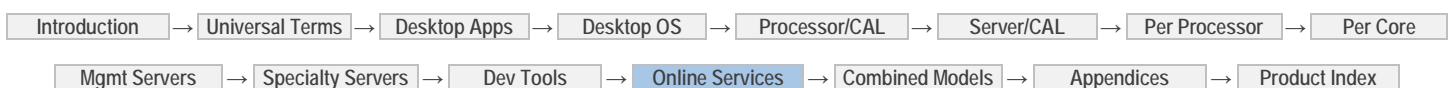
Required SL:
- Lync Server Public Instant Messaging Connectivity User SL, **or**
- Lync Server 2010 Standard CAL

Additional Terms:

INTERNAL USE ONLY

Only your employees and onsite contractors may access the online service.

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

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

Microsoft Office Live Communications Server 2005 ("LCS"), Microsoft Office Communications Server 2007 ("OCS"), or Lync Server 2010 Required. Users of the online service must be licensed to use LCS, OCS or Lync Server.

NO INTERCONNECTION

You may not use the online service to facilitate communication

- with any instant messaging service provider other than Yahoo!, AOL and Microsoft; or
- between any external instant messaging networks.

PDA OR MOBILE PHONE ACCESS – LIMITATION ON AMERICA ONLINE INSTANT MESSENGER NETWORK

You may not use the online service to pass Instant Messaging and Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

Lync Server Public Instant Messaging Connectivity with Yahoo Instant Messaging Service

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

Privacy Statement: **Yes** (See
http://go.microsoft.com/fwlink/?LinkId=102301&clcid=0x409)

USER SLs

Required for each of your:	Required SL:
- Users who access the Yahoo instant messaging service providers through the online service or related software	- Lync Server Public Instant Messaging Connectivity User SL

Additional Terms:

INTERNAL USE ONLY

Only your employees and onsite contractors may access the online service.

Microsoft Office Live Communications Server 2005 ("LCS"), Microsoft Office Communications Server 2007 ("OCS"), or Lync Server 2010 Required. Users of the online service must be licensed to use LCS, OCS or Lync Server.

NO INTERCONNECTION

You may not use the online service to facilitate communication

- with any instant messaging service provider other than Yahoo!, AOL and Microsoft; or
- between any external instant messaging networks.

PDA OR MOBILE PHONE ACCESS – LIMITATION ON AMERICA ONLINE INSTANT MESSENGER NETWORK

You may not use the online service to pass Instant Messaging and Presence information from (or to) a PDA or mobile phone using licensed radio frequency spectrum (e.g., EVDO, GPRS, EDGE).

Microsoft Learning Solutions eReference Library

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

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

USER SLs

Required for each of your:	Required SL:
- Users who access the online service or related software	- Microsoft Learning eReference Library User SL

Additional Terms:

DOCUMENTATION

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

Microsoft Learning Solutions eLearning Library

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

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

USER SLs

Required for each of your:
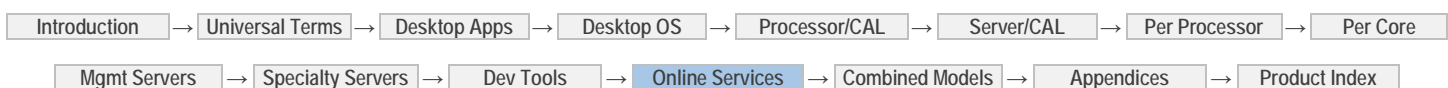- Users who access the online service or related software

Required SL:
- Microsoft Learning Solutions eLearning Library User SL

Microsoft Learning Solutions IT Academy

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

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

SERVICE SLs

Number Required:
- One appropriate Services SL per institution[1] based upon the number of full time students

[1] The term "institution" has the meaning given to it in your Campus Agreement or School Agreement.

Required SL:
- Microsoft Learning Solutions IT Academy Services SL

Additional Terms:

DOCUMENTATION

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

Microsoft Learning Solutions Technical eLearning Course Collection

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

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

SERVICE SLs

Number Required:
- The equivalent of one per user for one course per month

Required SL:
- Microsoft Learning Solutions Technical eLearning Course Collection Services SL

Additional Terms:

DOCUMENTATION

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

Microsoft Mobile Access Service

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

Privacy Statement: **Yes** (See the privacy statement links on the web pages)

USER SLs

Required for each of your:
- Users who accesses the online service or related software, unless all of the devices from which users in your

organization access the service and related software are Windows Mobile or Windows Phone devices. If all of the devices accessing the service and related software are Windows Mobile or Windows Phone devices, you do not need User SLs for any of the users in your organization.

Office Professional Plus Subscription

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

See Applicable Notices: **Data Transfer** (See Appendix 1)	Security Overview: **No**
Privacy Statement: **No**	Service Level Agreement: **No**

USER SLs

Required for each of your:	*Required SL:*
• Users who access the online service or related software	• Office Professional Plus User SL, **or** • Office 365 Plan E3-A4 User SL, **or** • Office Professional Plus A User SL, **or** • Office 365 Plan A3-A4 User SL, **or** • Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or** • Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or** • Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or** • Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or** • Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or** • Office Professional Plus G User SL, **or** • Office 365 Plan G3 User SL, **or** • Office 365 Plan G4 User SL [1] with active Software Assurance coverage

Additional Terms:

INSTALLATION AND USE RIGHTS

Each user to whom you assign an User SL may install and use one copy of the software per device on up to five devices at a time.

ONLINE SERVICE AND SOFTWARE UPGRADE

If we provide a major upgrade to software licensed under your User SLs for the online service, you must install the upgrade on all devices using the online service to prevent an interruption of the online service.

REQUIRED CONNECTION

Each user to whom you assign a User SL must connect each device upon which they have installed the software to the Internet at least once every 45 days. If a user does not comply with this requirement, the functionality of the software may be affected.

REMOTE USE

You may allow other users to remotely access the software to provide you with support services. No other remote access use is permitted.

SUBSCRIPTION VALIDATION

Microsoft may automatically check the version of any version of software installed by your users on any device. Devices on which the software is installed may periodically provide information to verify that the software is properly licensed and that the Term has not expired. This information includes the software version, the user's Windows Live ID, 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. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from

authorized sources, see http://windows.microsoft.com/en-US/windows/help/genuine/faq_ using the software, you consent to the transmission of the information described in this section.

MEDIA ELEMENTS AND TEMPLATES

Media images, clip art, animations, sounds, music, video clips, templates and other forms of content are "media elements". You may have access to media elements provided with the software or as part of a related service. You may copy and use those media elements in projects and documents. You may not

• sell, license or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements;

• grant your customers rights to further license or distribute the media elements;

• license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or

• create obscene or scandalous works using the media elements.

For more information, go to http://www.microsoft.com/permission.

FONT COMPONENTS

You may use the fonts installed by the software or as part of a related service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts and may temporarily download them to a printer or other output device to print content.

Office Web Applications

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409	Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:
- Users who access the online service or related software

Required SL:
- Office 365 Plan K2 User SL, **or**
- Office 365 Plan E2-E4 User SL, **or**
- Office 365 Plan A2-A4 User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office 365 Plan K2G User SL, **or**
- Office 365 Plan G2-G4 User SL

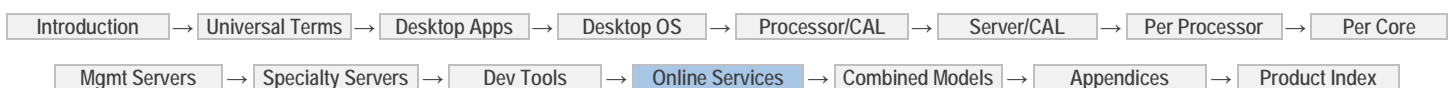[1] with active Software Assurance coverage

SharePoint Online Kiosk

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409	Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:
- Authenticated users who access the online service or related software for "read only" access to view site content and "edit privileges" for browser based or InfoPath forms, and Office 365 Plan K2 Users who access the online service to create and edit Office documents. No other access and use of the service is permitted.

Required SL:
- Office 365 Plan K1 User SL, **or**
- Office 365 Plan K2 User SL, **or**
- Office 365 Plan K1G User SL, **or**
- Office 365 Plan K2G User SL

SharePoint Online Plan 1

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409	Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:
- Authenticated users who access the online service or related software. However, you may not access Infopath, Excel, Access, or Visio services. External users[1] invited to site collections via Share-by-Mail functionality do not need User SLs.

[1] See Universal License Terms, Definitions

Required SL:
- SharePoint Online Plan 1 User SL, **or**
- SharePoint Online Plan 2 User SL, **or**
- Office 365 Plan E1-E4 User SL, **or**
- SharePoint Online Plan 1A User SL, **or**
- SharePoint Online Plan 2A User SL, **or**
- Office 365 Plan A1-A4 User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- SharePoint Online Plan 1G User SL, **or**
- SharePoint Online Plan 2G User SL, **or**
- Office 365 Plan G1-G4 User SL

[1] with active Software Assurance coverage

ADD-ON SLs

When Required:
- One for each one gigabyte of storage in excess of storage provided with User SLs

Required SL:
- SharePoint Online Extra Storage Add-on SL

SharePoint Online Plan 2

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

See the Office 365 Privacy & Security Supplement at: http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409	Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

USER SLs

Required for each of your:
- Authenticated users who access the online service or related software. External users[1] invited to site collections

Required SL:
- SharePoint Online Plan 2 User SL, **or**
- Office 365 Plan E3-E4 User SL, **or**

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

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

> via Share-by-Mail functionality do not need User SLs.
> [1] See Universal License Terms, Definitions

- SharePoint Online Plan 2A User SL, **or**
- Core CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- Core CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Enterprise CAL Suite[1] with Office Pro Plus[1] and Office 365 Plan A3 (A4) User SL Add-on, **or**
- Office Pro Plus[1] with Office 365 Plan A3 (A4) User SL Add-on, **or**
- SharePoint Online Plan 2G User SL, **or**
- Office 365 Plan G3-G4 User SL

[1] with active Software Assurance coverage

ADD-ON SLs

When required:
- For each one gigabyte of storage in excess of storage provided with User SLs

Required SL:
- SharePoint Online Extra Storage Add-on SL

System Center Endpoint Protection

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

See Applicable Notices: **Potentially Unwanted Software** (Notice II) (See Appendix 1)

Included Technologies: **SQL Server Technology** (See Universal License Terms)

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkId=87415)

SERVER MANAGEMENT LICENSES

Required for each of your:
- Servers[1] that access the online service or related software

Required Server Management Licenses:
- System Center 2012 Datacenter[2, 3], **or**
- System Center 2012 Standard[2, 3]

[1] For purposes of this requirement, "Servers" are devices on which you run server operating systems.
[2] With active Software Assurance coverage.
[3] In the number specified in the System Center 2012 Datacenter and Standard license terms in the Management Servers section of the License Agreement/Product Use Rights. For purposes of this statement, OSEs running server operating systems that access the online service or related software are "managed OSEs."

USER SLs

Required for each of your:
- Users who access the online service or related software

Required SL:
- System Center Endpoint Protection User SL, **or**
- Core CAL Suite (User)[1], **or**
- Core CAL Bridge for Office 365 (User)[1], **or**
- Enterprise CAL Suite (User)[1], **or**
- Enterprise CAL Bridge for Office 365 (User)[1], **or**
- Forefront Protection Suite (User)

[1] with active Software Assurance coverage

DEVICE SLs

Required for each of your:
- Devices that access the online service or related software. Servers[1] that access the online service or related software

Required SL:
- System Center Endpoint Protection Device SL **or**
- Core CAL Suite (Device)[2], **or**

require the appropriate MLs (see Server MLs above).

- Core CAL Bridge for Office 365 (Device)[2], **or**
- Enterprise CAL Suite (Device)[2], **or**
- Enterprise CAL Bridge for Office 365 (Device)[2], **or**
- Forefront Protection Suite (Device)

[1] For purposes of this requirement, "Servers" are devices on which you run server operating systems.
[2] with active Software Assurance coverage.

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs and Device SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the expiration of your SLs or Software Assurance coverage. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

- anti-virus and anti-spam software; and

- signature files and content filtering data files.

Tellme Basic

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

SERVICE SLs

Number required:	*Required SL:*
• One for each enrollment or Open Value Agreement	• Tellme Basic Services SL

ADD-ON SLs

When required:

- For unauthenticated users to access the online service through your programs, for any number of minutes per month, provided the following condition is met. Minutes consumed exceeding the number of base minutes you are entitled to under the Add-on SLs for any period are "overage minutes." Overage minutes must be acquired for each period within 15 days of the enrollment (or Open Value agreement) anniversary. The first "period" starts as of the date the corresponding Services Subscription License is acquired and ends on the enrollment (or Open Value agreement) anniversary date. Subsequent "periods" start on the first day following the preceding period, and end on the enrollment (or Open Value agreement) anniversary date.

Required SL:

- Tellme Minutes Add-on SL[1]

[1] Add-On SLs are for a specified number of base units (e.g., sessions, minutes or transactions).
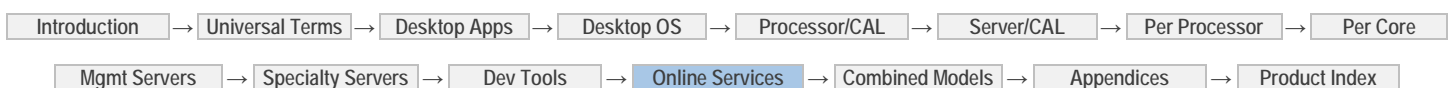
Additional Terms:

DEFINITIONS

"Application(s)" are voice-enabled Tellme platform-compatible and compliant VoiceXML applications that enable users to access and exchange information using the telephone or other voice-enabled devices through a voice user interface.

 "Utterance" means a portion of a user's speech that is:

- spoken by a user in response to an Application prompt; and
- recorded incident to the processing of such user call.

"Whole Call Recording" means the entire stream of sound that is:

- the dialogue exchanged between a user and an Application voice interface during a user call into the Application; and
- recorded during the processing of such user call into the Application,

including all of the Application's audio prompts and the user responses thereto.

Utterances and whole call recordings are collectively referred to as "Recordings".

RECORDINGS

You will own all Recordings. You will comply with all applicable laws, including without limitation federal and state interception and anti-recording laws. You will obtain prior consent to record from all parties to a communication for any Recordings, such as by playing an announcement prior to recording that is substantially similar to "calls recorded" or "this call may be recorded".

We are required to record the following depending on the level of Service you purchased or only as described in the Reporting Specification.

- Whole call recordings,
- Utterances, or
- other call-related data.

You acknowledge and agree that we are not required to undertake any Recordings in the absence of lawfully required caller consent to record.

Any violation of this section entitled "Recordings" will be deemed a material breach of this License Agreement / Product Use Rights. This applies despite any contrary terms in your volume licensing agreement.

We and our subcontractor(s) shall have the right to collect and retain Recordings, tokens, call statistics, and system data from user interaction with the online service for the purpose of improving the performance of the online service and developing, improving and enhancing related Microsoft products, technologies and services. We collect, retain, and group together data from products and services running on the online service into a common pool of data used to train and improve the performance of the underlying online service and related Microsoft products, technologies, and services.

HOSTING

You will host all application(s).

CUSTOMER CONTENT

- You agree that use of your content in connection with the online service will not infringe, misappropriate, or otherwise violate any applicable law or regulation, including without limitation any copyright, patent, trade secret, trademark, or other legal right of any third party. A violation of the foregoing will be deemed a material breach of this License Agreement/Product Use Rights..

"Your content" includes applications, audio prompts, data feeds, and other similar content or information you provide for use with the online service.

GEOGRAPHICAL LIMITATION

The online service may be used with user calls originating only within the U.S.

ONLINE SERVICE EXPIRATION OR TERMINATION

We have no obligation to archive or preserve any system data. "System Data" means all data collected by us under the online service. System data includes call detail records, utterances and whole call recording. Neither party will be liable to the other for damages of any sort resulting solely from terminating your volume licensing agreement in accordance with its terms.

Tellme Premium

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

SERVICE SLs

Number required:	Required SL:
• One for each enrollment or Open Value Agreement.	• Tellme Premium Services SL

ADD-ON SLs

When required:	Required SL:
• For unauthenticated users to access the online service through your programs, for any number of minutes per	• Tellme Minutes Add-on SL[1]
	[1]

month, provided the following condition is met. Minutes consumed exceeding the number of base minutes you are entitled to under the Add-on SLs for any period are "overage minutes." Overage minutes must be acquired for each period within 15 days of the enrollment (or Open Value agreement) anniversary. The first "period" starts as of the date the corresponding Services Subscription License is acquired and ends on the enrollment (or Open Value agreement) anniversary date. Subsequent "periods" start on the first day following the preceding period, and end on the enrollment (or Open Value agreement) anniversary date.

Add-On SLs are for a specified number of base units (e.g., sessions, minutes or transactions).

Additional Terms:

DEFINITIONS

"Application(s)" are voice-enabled Tellme platform-compatible and compliant VoiceXML applications that enable users to access and exchange information using the telephone or other voice-enabled devices through a voice user interface.

 "Utterance" means a portion of a user's speech that is:

- spoken by a user in response to an Application prompt; and
- recorded incident to the processing of such user call.

"Whole Call Recording" means the entire stream of sound that is:

- the dialogue exchanged between a user and an Application voice interface during a user call into the Application; and
- recorded during the processing of such user call into the Application,

including all of the Application's audio prompts and the user responses thereto.

Utterances and whole call recordings are collectively referred to as "Recordings".

RECORDINGS

You will own all Recordings. You will comply with all applicable laws, including without limitation federal and state interception and anti-recording laws. You will obtain prior consent to record from all parties to a communication for any Recordings, such as by playing an announcement prior to recording that is substantially similar to "calls recorded" or "this call may be recorded".

We are required to record the following depending on the level of Service you purchased or only as described in the Reporting Specification.

- Whole call recordings,
- Utterances, or
- other call-related data.

You acknowledge and agree that we are not required to undertake any Recordings in the absence of lawfully required caller consent to record.

Any violation of this section entitled "Recordings" will be deemed a material breach of this License Agreement / Product Use Rights.

We and our subcontractor(s) shall have the right to collect and retain Recordings, tokens, call statistics, and system data from user interaction with the online service for the purpose of improving the performance of the online service and developing, improving and enhancing related Microsoft products, technologies and services. We collect, retain, and group together data from products and services running on the online service into a common pool of data used to train and improve the performance of the underlying online service and related Microsoft products, technologies, and services.

HOSTING

You will host all application(s).

CUSTOMER CONTENT

You agree that use of your content in connection with the online service will not infringe, misappropriate, or otherwise violate any applicable law or regulation, including without limitation any copyright, patent, trade secret, trademark, or other legal right of any third party. A violation of the foregoing will be deemed a material breach of this License Agreement/Product Use Rights.

"Your content" includes applications, audio prompts, data feeds, and other similar content or information you provide for use with the online service.

The online service may be used with user calls originating only within the U.S.

ONLINE SERVICE EXPIRATION OR TERMINATION

We have no obligation to archive or preserve any system data. "System Data" means all data collected by us under the online service. System data includes call detail records, utterances and whole call recording. Neither party will be liable to the other for damages of any sort resulting solely from terminating your volume licensing agreement in accordance with its terms.

Tellme Standard

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

SERVICE SLs

Number required:	*Required SL:*
• One for each enrollment or Open Value Agreement	• Tellme Standard Services SL

ADD-ON SLs

When required:	*Required SL:*
For unauthenticated users to access the online service through your programs, for any number of minutes per month, provided the following condition is met. Minutes consumed exceeding the number of base minutes you are entitled to under the Add-on SLs for any period are "overage minutes." Overage minutes must be acquired for each period within 15 days of the enrollment (or Open Value agreement) anniversary. The first "period" starts as of the date the corresponding Services Subscription License is acquired and ends on the enrollment (or Open Value agreement) anniversary date. Subsequent "periods" start on the first day following the preceding period, and end on the enrollment (or Open Value agreement) anniversary date.	• **Tellme** Minutes Add-on SL[1] [1] Add-On SLs are for a specified number of base units (e.g., sessions, minutes or transactions).

Additional Terms:

DEFINITIONS

"Application(s)" are voice-enabled Tellme platform-compatible and compliant VoiceXML applications that enable users to access and exchange information using the telephone or other voice-enabled devices through a voice user interface.

"Utterance" means a portion of a user's speech that is:

- spoken by a user in response to an Application prompt; and
- recorded incident to the processing of such user call.

"Whole Call Recording" means the entire stream of sound that is:

- the dialogue exchanged between a user and an Application voice interface during a user call into the Application; and
- recorded during the processing of such user call into the Application,

including all of the Application's audio prompts and the user responses thereto.

Utterances and whole call recordings are collectively referred to as "Recordings".

RECORDINGS

You will own all Recordings. You will comply with all applicable laws, including without limitation federal and state interception and anti-recording laws. You will obtain prior consent to record from all parties to a communication for any Recordings, such as by playing an announcement prior to recording that is substantially similar to "calls recorded" or "this call may be recorded".

We are required to record the following depending on the level of Service you purchased or only as described in the Reporting Specification.

- Whole call recordings,
- Utterances, or
- other call-related data.

You acknowledge and agree that we are not required to undertake any Recordings in the absence of lawfully required caller consent to record.

Any violation of this section entitled "Recordings" will be deemed a material breach of this License Agreement / Product Use Rights.
.

We and our subcontractor(s) shall have the right to collect and retain Recordings, tokens, call statistics, and system data from user interaction with the online service for the purpose of improving the performance of the online service and developing, improving and enhancing related Microsoft products, technologies and services. We collect, retain, and group together data from products and services running on the online service into a common pool of data used to train and improve the performance of the underlying online service and related Microsoft products, technologies, and services.

HOSTING

You will host all application(s).

CUSTOMER CONTENT

You agree that use of your content in connection with the online service will not infringe, misappropriate, or otherwise violate any applicable law or regulation, including without limitation any copyright, patent, trade secret, trademark, or other legal right of any third party. A violation of the foregoing will be deemed a material breach of this License Agreement/Product Use Rights.

"Your content" includes applications, audio prompts, data feeds, and other similar content or information you provide for use with the online service.

*

GEOGRAPHICAL LIMITATION

The online service may be used with user calls originating only within the U.S.

ONLINE SERVICE EXPIRATION OR TERMINATION

We have no obligation to archive or preserve any system data. "System Data" means all data collected by us under the online service. System data includes call detail records, utterances and whole call recording. Neither party will be liable to the other for damages of any sort resulting solely from terminating your volume licensing agreement in accordance with its terms.

Translator API

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkId=74170)	Service Level Agreement: **Yes** (See http://go.microsoft.com/?linkid=9795332)

SERVICE SLs

Number Required:	*Required SL:*
• One or more for each enrollment	• Translator API Services SL

Additional Terms:

DEFINITIONS

"Application" means your software applications, websites or other interfaces that interact with the online service.

"Microsoft Translator API" means the Microsoft Translator application programming interface which delivers automatic translations into a specified language, and other language-related functionality.

LICENSES RIGHTS

You may:

• embed the Microsoft Translator API and associated content into the Application so that the Application can interface directly with the online service; and

• use the Microsoft Translator API to access the online service to present results from the online service on the Application.

ADDITIONAL LIMITATIONS

You may not:

• use the Microsoft Translator API or otherwise make the online service available directly or through an Application, which emulates the functionality of the Microsoft Translator API or is substantially similar to the Microsoft Translator API;

• access or link to the service from any location or source other than the Application (or in any manner except directly to users through the Application); or

• create from use of the online service or the Microsoft Translator API for patentable or patented material, any improvement and for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

MICROSOFT TRANSLATOR ATTRIBUTION

During the term of your online service subscription, you will display one of the Microsoft marks in a location proximate to the displayed translations and easily accessible to the user, or in the "About" box (if any). Your use of the Microsoft marks will be in accordance with Microsoft's then current trademark usage guidelines as provided in http://www.microsofttranslator.com/attribution.

NO GUARANTEE

Despite anything to the contrary in the terms and conditions of your volume licensing agreement, all information, content, services, results from the online service and related graphics are provided without warranty of any kind. We hereby disclaim all warranties and conditions with regard to information, content, services, results from the online service, and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. We may also disable the Microsoft Translator API at any time.

SUBMISSIONS PROVIDED TO MICROSOFT

We may keep a copy of and use the content you or your customers submit to the online service, for the exclusive purpose of improving the online service. We will not otherwise disclose the content to a nonaffiliated third party, except in presenting the results from the online service on the Application and where required by law. Improving the online service will include us using your and your customer's submissions to derive statistical and quantitative information about the text being translated, in order to help build and apply appropriate models to optimize the translation.

Content submitted using the AddTranslation() or AddTranslationArray() methods of the Microsoft Translator API, or when using any of the feedback and corrections functions made available by the online service, is considered "shared content", and the submission or correction may be visible to other users of the online service as a match of the same source ("from") sentence or text segment, using the GetTranslations() and GetTranslationsArray() methods. The shared content does not contain information that indicates its origin.

Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition

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

Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkId=116592)

USER SLs

Required for each of your:	Required SL:
• Users who access data processed by the online service or related software. You do not need User SLs for devices used by external users[1] whose data is processed by the online service or related software. [1] See Universal License Terms, Definitions	• Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition User SL

DEVICE SLs

Required for each of your:	Required SL:
• •Devices that access data processed by the online service or related software. You do not need Device SLs for devices used by external users[1] whose data is processed by the online service or related software. [1] See Universal License Terms, Definitions	• Web Antimalware Subscription for Forefront Threat Management Gateway Medium Business Edition Device SL

Additional Terms:

USE IN A DEDICATED TRAINING FACILITY

You must acquire User SLs, Device SLs and Add-on SLs as described above to use the online service and software that comes with the online service in a dedicated training facility, despite anything to the contrary in your volume licensing agreement.

USE UNDER RENEWALS

To prevent its unlicensed use, certain features of the online service may be disabled upon the third anniversary of the date on which you first use the online service. If you renew your right to use the online service, we will provide you with the means to extend that date.

SUBSTITUTION OF SCAN ENGINES

We may substitute comparable software and files for the online service's:

- anti-virus and anti-spam software; and
- signature files and content filtering data files.

Windows Azure Platform Offerings

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

See Applicable Notices: **MPEG 4 and VC-1** (See Appendix 1)	License Mobility Within Server Farms: **No**
Privacy Statement: **Yes** (See http://go.microsoft.com/fwlink/?LinkID=154099)	Security Overview: **Yes** (See http://go.microsoft.com/fwlink/?LinkId=160079
	Service Level Agreement: **Yes** (See http://www.microsoft.com/windowsazure/sla/)

ADD-ON SLs

When Required:
- By electing to be provisioned for the online service, you are licensed to use it. Your right to use the online service is conditioned on the requirement that you pay us or your reseller, if applicable, monthly usage fees based on the number of units you consume. You may be entitled to a number of base units per month under your subscription. If so, units consumed exceeding the number of base units you are entitled to in any month are "overage units." You must pay us or your reseller, if applicable, monthly usage fees based on overage units you consume. Units of consumption vary by online service and are subject to change. Examples of units include message activities, compute per service hour, connections, data transfers per gigabyte, database, and gigabytes of storage.

Required SL:
- Windows Azure Add-on SL

Additional Terms:

DATA RETENTION AFTER EXPIRATION OR TERMINATION

The expiration or termination of your online service subscription will not change your obligation to pay storage, transaction and bandwidth fees for your customer data if that data is retained after such expiration or termination in accordance with option 2 under Online Service Expiration or Termination in the General License Terms.

VIRTUAL MACHINES

The Virtual Machine feature provides you with the ability to run a virtual server with one of several operating systems of your choice. You may upload your own Virtual Machine image or choose from pre-configured Virtual Machine images available from Microsoft or third parties.

You agree to secure the rights necessary to run all software (including the operating system) within your Virtual Machine. You are responsible for patching, configuring and maintaining the operating system and other software within your Virtual Machine. You may not disable, tamper with or otherwise attempt to circumvent any billing mechanism that tracks your hourly use of the Virtual Machine and the software contained therein.

Windows Azure may provide you with the option of running Windows Server and other Microsoft software in a Virtual Machine. You may use such software only within the Windows Azure online service and only in conjunction with your permitted use of any applicable Windows Azure role. You have no other rights under these license terms to run the software (e.g., you may not run copies on your on-premise servers unless you separately obtain the license to do so).

Windows Server

Use of any Virtual Machine containing any version of Windows Server is subject to the following additional terms:

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

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

Limitations on Use. You may not use the following functionality in the software:

• Remote Desktop Services

• Rights Management Services

Hosting. If you use the software to host a solution to be accessed or used by third parties, then that solution must consist of an application or service that is primarily owned, and not licensed, by you. Your solution must also add material functionality to the Windows Azure services such that your solution is not primarily a substitute for the Windows Azure services.

Data Storage Technology. The server software includes data storage technology called Windows Internal Database or Microsoft SQL Server Desktop Engine for Windows. Components of the server software use these technologies to store data. You may not otherwise use or access these technologies under these license terms.

Icons, images, sounds. While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.

Data Transfer Notices. The notices applicable to Windows Server, as identified in the Data Transfer Notices document at http://microsoft.com/licensing/contracts apply to the use of Windows Server software under your Windows Azure licenses.

SQL Server

Use of SQL Server in a Virtual Machine is subject to ".NET Framework and Powershell Software," "Benchmark Testing" and "SQL Server Reporting Services Map Report Item" provisions in the Universal License Terms.

Windows Intune

The license terms that apply to your use of this product are the Universal License Terms, the General License Terms for this Licensing Model, and the following:
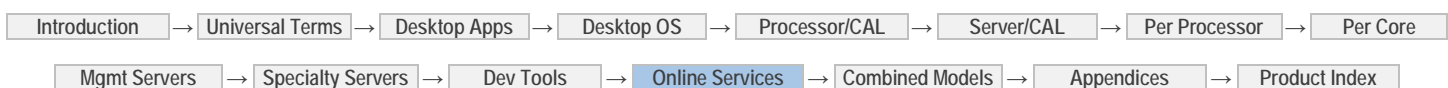
See Applicable Notices: **Data Transfer** (See Appendix 1)   Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

DEVICE SLs

Required for each of your:	*Required SL:*
• Devices that access the online service or related software	• Windows Intune Device SL

ADD-ON SLs

When Required:	*Required SL:*
• For each one gigabyte of storage in excess of storage provided with the base subscription	• Windows Intune Extra Storage Add-on SL

Additional Terms:

For each Windows Intune Device SL acquired, you are granted rights equivalent to those rights granted under Software Assurance for devices with active Windows Software Assurance coverage as described in the Windows Intune, Windows Virtual Desktop Access (VDA) and Virtualization Rights for Windows Licensed Devices with Active Software Assurance section of Appendix 2. Your right to use software under Windows Intune Device SLs is temporary and expires when your subscription license expire. Despite anything to the contrary in the Use of Software with the Online Service section of the General License Terms, you have no additional rights to use Windows desktop operating system software under your Windows Intune Device SLs.

The single primary user of the licensed device may access the online service or related software from up to four additional eligible devices. An eligible device must have the same single primary user as the licensed device, and it must run an embedded operating system (e.g., Windows Phone 7). A device that meets these requirements and accesses a virtual desktop infrastructure is an eligible device only if all such access is under a separate VDA license.

For purposes of this additional right, "related software" does not include Windows Enterprise or any permitted alternative edition.

Windows Intune Add-on

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

See Applicable Notices: **Data Transfer** (See Appendix 1)   Service Level Agreement: **Yes** (See http://microsoft.com/licensing/contracts)

DEVICE SLs

Required for each of your:	*Required SL:*

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

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

- Devices that access the online service or related software

- Windows Intune Add-on Device SL

ADD-ON SLs

When required:
- For each one gigabyte of storage in excess of storage provided with the base subscription

Required SL:
- Windows Intune Extra Storage Add-on SL

Additional Terms:

The single primary user of the licensed device may access the online service or related software from up to four additional eligible devices. An eligible device must have the same single primary user as the licensed device, and it must run an embedded operating system (e.g., Windows Phone 7). A device that meets these requirements and accesses a virtual desktop infrastructure is an eligible device only if all such access is under a separate VDA license.

Combined Licensing Models

GENERAL LICENSE TERMS

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

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

PRODUCT-SPECIFIC LICENSE TERMS

Core Infrastructure Server (CIS) Suite Datacenter

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

Additional Terms:

DEFINITIONS

"Core Infrastructure Server ("CIS") software" means the set of individual Microsoft products for which you are granted use, access or management rights under a particular edition of the CIS Suite license. CIS software includes the latest versions of those products made available during the term of your Software Assurance coverage (and any prior version). See Universal License Terms, Definitions for meanings of "instance," "licensed server", "OSE," "physical OSE," and "virtual OSE."

APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the individual products comprising the CIS software as modified by these license terms. Despite anything to the contrary in the license terms for the individual Microsoft products comprising the CIS software,each CIS Suite license covers up to two physical processors, so you must count the number of physical processors on the server, divide that number by two, round up to the nearest whole number. You need to license each physical processor on each server on which you run CIS software.

CIS SOFTWARE INCLUDED

• Windows Server Datacenter

• System Center Datacenter

Windows Server Datacenter: You may run any number of instances of the Windows Server Datacenter in any number of operating system environments (or OSEs) on each licensed server.

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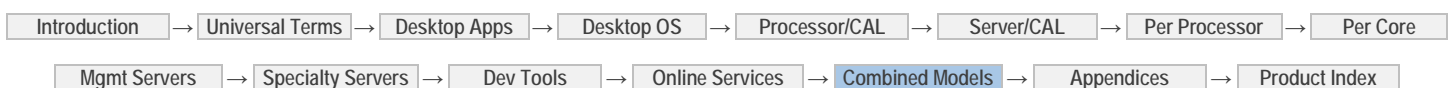
ADDITIONAL TERMS

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

- All other requirements to acquire and assign external connector licenses, client access licenses and management licenses to users or devices for access and management, as set forth in the License Agreement/Product Use Rights, remain in full force and effect.

Core Infrastructure Server (CIS) Suite Standard

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

Additional Terms:

DEFINITIONS

"Core Infrastructure Server ("CIS") software" means the set of individual Microsoft products for which you are granted use, access or management rights under a particular edition of the CIS Suite license. CIS software includes the latest versions of those products made available during the term of your Software Assurance coverage (and any prior version).See Universal License Terms, Definitions for meanings of "instance," "licensed server", "manage," and "OSE."

APPLICABLE USE RIGHTS

Your access and use of CIS software is governed by the applicable license terms for the set of individual Microsoft products comprising the CIS software as modified by these license terms. Despite anything to the contrary in the license terms for the individual Microsoft products comprising the CIS software, each license covers up to two physical processors, so you must count the number of physical processors on the server, divide that number by two, round up to the nearest whole number. You need to license each physical processor on each server on which you run CIS software.

CIS SOFTWARE INCLUDED

- Windows Server Standard
- System Center Standard

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

- One instance of Windows Server Standard in one physical OSE
- One instance of Windows Server Standard each in up to two virtual OSEs

If you run the maximum permitted number of instances (physical and virtual), the instance running in the physical OSE may be used only to:

- Run hardware virtualization software
- Provide hardware virtualization services
- Run software to manage and service OSEs on the licensed server

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

ADDITIONAL TERMS

- Despite anything to the contrary in your license agreement and the Universal License Terms in these License Agreement/Product Use Rights about upgrading and downgrading components separately, you may run a prior version or a lower edition of any of the individual products included in the CIS Suite as permitted in the license terms for that product in the License Agreement/Product Use Rights.
- All other requirements to acquire and assign external connector licenses, client access licenses and management licenses to users or devices for access and management, as set forth in the License Agreement/Product Use Rights, remain in full force and effect.

Database Consolidation Appliance 2012

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

Additional Terms:

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

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

APPLICABLE USE RIGHTS

You need a license for each physical processor on the server. Once you acquire and assign the required number of license(s) to your server, you may run instances of the Database Consolidation Appliance 2012 software on the licensed server.

You may use the Database Consolidation Appliance 2012 Server Software to manage your OSE(s) (See Universal License Terms, Definitions) on your licensed server. The software includes Microsoft System Center technologies and Microsoft SQL Server technologies. You may run instances of these programs on the licensed server solely to operate and support the Database Consolidation Appliance 2012 software. Your use of the System Center technologies is subject to the license terms for System Center technologies in the Servers: Management Server section of the License Agreement/Product Use Rights, as modified and supplemented above. Despite the management license requirement in those license terms, you do not need management licenses to manage your OSE(s) on the licensed server. Your use of the SQL Server technologies is subject to the license terms for SQL Server 2008 R2 Enterprise in the Servers: Per Processor section of the License Agreement/Product Use Rights, as modified and supplemented above.

These Applicable Use Rights govern in the case of any conflict with System Center license terms or the SQL Server 2008 R2 Enterprise license terms.

The software includes other software programs based on other Microsoft technologies. Your use of each of these programs is subject to the license terms that accompany it.

Virtual Desktop Infrastructure (VDI) Suite

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

Additional Terms:

DEFINITIONS

- See Universal License Terms, Definitions for meanings of "instance," "licensed server", "OSE," "physical OSE," Qualifying Third Party Device" and "virtual OSE."
- "Client OSE" is an OSE running a client operating system.
- "VDI licensed device" is a device to which you assign a VDI suite license and from which you access and remotely use virtual client OSEs.
- "VDI host" is a device on which you host virtual client OSEs running software you access and remotely use from VDI licensed devices.
- "VDI software" is the Microsoft software for which you are granted use, access or management rights under the VDI suite license.

SUBSCRIPTION LICENSE

VDI suite licenses are subscription licenses. The right to use software under a subscription license expires upon expiration or termination of the enrollment or agreement under which you acquired the license. Despite anything to the contrary in your volume licensing agreement, your right to use or access software or manage OSEs under a VDI suite license ends when that license expires.

ROAMING USE RIGHTS

Except as provided below, the single primary user of the VDI licensed device may remotely access the virtual client OSEs from any qualifying third party device without acquiring a separate VDI suite license for that device. Despite anything in your volume licensing agreement to the contrary, Qualified Desktops do not include any qualifying third party device from which your users access and use the software and any enterprise products solely under Roaming Use Rights.

- When the primary user is on your or your affiliates' premises, Roaming Use Rights are not applicable.
- The limitations against accessing Windows Server software to host a graphical user interface (using RDS functionality or other technology) continue to apply when the Roaming Use Rights are invoked.
- You may not permit access to the virtual client OSEs from the VDI licensed device and a third party device at the same time.
- All access under the Roaming Use Rights must be for work-related purposes.
- The primary user's right to access the virtual client OSEs under the Roaming Use Rights terminates when the corresponding rights on the VDI device expire, there is a change in the primary user status or when the primary user leaves your organization. At that time, you must ensure that that user is no longer accessing the virtual client OSEs under Roaming Use Rights.

APPLICABLE USE RIGHTS

Your access and use of VDI software and management of virtual client OSEs accessed by your VDI licensed device are governed by the license terms for VDI software, as modified by these license terms. VDI suite licenses are per device only. The prohibition against separation of software components stated in your volume licensing agreement does not apply to your use of VDI software.

SOFTWARE RIGHTS

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

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

REMOTE DESKTOP SERVICES

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

- directly from your VDI licensed device or
- indirectly through a virtual OSE on your VDI host.

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

SYSTEM CENTER – VIRTUAL MACHINE MANAGER

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

Appendix 1: Notices

NOTICE OF AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER

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

NOTICE OF DATA TRANSFER

The product contains one or more software features that connect to Microsoft or service provider computer systems over the Internet.   These features are identified in the Data Transfer Notices document at http://microsoft.com/licensing/contracts. Microsoft provides services with products through these features. You will not always receive a separate notice when a feature connects. In some cases, you may switch off a feature or not use it.

Computer Information

The features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software.

Use of Information

Microsoft does not use the information to identify or contact you. Microsoft uses this information to make services available to you when you use the software. Microsoft may use the computer information, accelerator information, search suggestions information, error reports, Malware reports and URL filtering reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

Consent for Data Transfer

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

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

This software may include H.264/AVC, VC-1, MPEG-4 Part 2, and MPEG-2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, AND MPEG-2 VIDEO 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 OR MPEG 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE http://www.mpegla.com/index1.cfm.

For clarification purposes, this notice does not limit or inhibit the use of the software for normal business uses that are personal to that business which do not include (i) redistribution of the software to third parties, or (ii) creation of content with the VIDEO STANDARDS compliant technologies for distribution to third parties.

POTENTIALLY UNWANTED SOFTWARE(NOTICE I)

If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe" will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in other software on your computer ceasing to work or your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

POTENTIALLY UNWANTED SOFTWARE (NOTICE II)

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

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

RECORDING NOTICE

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

Appendix 2: Software Assurance Benefits

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

Desktop Applications -- E-Learning

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

Microsoft Desktop Optimization Pack (MDOP) for Software Assurance

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

Active Windows Business or Professional Software Assurance coverage, an active Windows Intune Device SL or an active Windows Virtual Desktop Access subscription license provides you with eligibility to acquire licenses for MDOP. These licenses are an optional and separate purchase from Software Assurance. See the Product List for details. MDOP includes the following:

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

If you invoke this benefit, you have the rights below for each MDOP for Software Assurance license you acquire. See Universal License Terms, Definitions for meanings of "qualified third party device."

INSTALLATION AND USE RIGHTS

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

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

AGPM

DaRT

REMOTE ACCESS

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

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

ROAMING USE RIGHTS

Except as provided below, the single primary user of the licensed device may use the MDOP for Software Assurance software on a qualifying third party device (See Universal License Terms, Definitions) to support permitted use or remote access of your licensed software on that qualifying third party device.

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

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

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

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

BENCHMARK TESTING

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

TERM OF LICENSE

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

Microsoft Dynamics AX – Localization and Updates

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

Office 2010, Project 2010 or Visio 2010 -- Roaming Use Rights

The Desktop Applications section of the License Agreement/Product Use Rights, as supplemented below, provides your license terms for use of the software under all editions of Office 2010, Project 2010 and Visio 2010 licenses with active Software Assurance coverage. In the case of any conflict between the terms in the Desktop Applications section and this section, these license terms govern. These rights are granted subject to the limitation on the number of users in the General License Terms of the Desktop Applications section, and all use must be for work-related purposes.

USE OF SOFTWARE ON QUALIFYING THIRD PARTY DEVICE

Except as provided below, the single primary user of the licensed device may:

- remotely access the software running on your servers (e.g., in your datacenter) from a qualifying third party device, and
- run the software in a virtual OSE on a qualifying third party device.

Despite anything in your volume licensing agreement to the contrary, Qualified Desktops do not include any qualifying third party device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights (See Universal License Terms, Definitions).

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

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

MAKING AND STORING COPIES ON YOUR SERVERS OR STORAGE MEDIA

You have the additional rights below for each of your Office 2010, Project 2010 and Visio 2010 licenses with active Software Assurance coverage:

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

TERM OF LICENSE

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

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

Servers -- "Cold" Disaster Recovery Rights

For each instance of eligible server software you run in a physical or virtual OSE on a licensed server, you may temporarily run a backup instance in a physical or virtual OSE on a server dedicated to disaster recovery.   The license terms for the software and the following limitations apply to your use of software on a disaster recovery server.

- The server must be turned off except for (i) limited software self-testing and patch management, or (ii) disaster recovery.
- The server may not be in the same cluster as the production server.

- You may run the backup and production instances at the same time only while recovering the production instance from a disaster.
- Your right to run the backup instances ends when your Software Assurance coverage ends.

Servers -- License Mobility through Software Assurance

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

Applicable Products:

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

- SQL Server Standard -- Per Processor and Server/CAL (processor and server licenses only)
- System Center – all Server Management Licenses (MLs), including SMSE and SMSD

Permitted Use:

With License Mobility through Software Assurance, you may:

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

Use of Licensed Software with Microsoft Online Services:

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

Requirements:

To use License Mobility through Software Assurance, you must:

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

Your rights to run licensed software and manage OSEs on shared third party servers expires with the expiration of the Software Assurance coverage on those licenses.

You may move your licensed software from a third party's shared servers back to your servers or to another third party's shared servers, but not on a short term basis (not within 90 days of the last assignment).   You may also move instances run or OSEs managed under a particular license from a third party's shared servers in one server farm to its shared servers in another server farm, but not on a short-term basis (not within 90 days of the last assignment).   OSEs managed under the same license must be in the same server farm.

Use of software deployed by third parties on shared servers on your behalf remains subject to the terms and conditions of your license agreement.   You agree that you will be responsible for third parties' actions with regard to software deployed and managed on your behalf.

The license terms applicable to the Product together with the License Mobility through Software Assurance terms govern its use. The License Mobility through Software Assurance terms supersede any conflicting license terms for a Product when License Mobility through Software Assurance is used.   Generally, your rights to use the software on third party shared servers are the same as the use rights when you run the software on your servers.   However, some Products, as outlined below, have different use rights for shared third party servers under License Mobility through Software Assurance:

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

Servers -- Self-Hosted Applications

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

Self-Hosted Applications include the products for which the Product-Specific License Terms that indicate "Self-Hosted Applications: Yes".

Despite any terms to the contrary in your volume licensing agreement including these License Agreement/Product Use Rights, you may run licensed copies of Self-Hosted Applications with your own software to create a unified solution ("Unified Solution") and permit third parties to use it, subject to the terms below. A Unified Solution also includes any Self-Hosted Applications that interact with your software that is part of the Unified Solution.

REQUIREMENTS

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

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

Your software must:

- add significant and primary functionality to the Self-Hosted Applications that are part of the Unified Solution (dashboards, HTML editors, utilities, and similar technologies are not a primary service and/or application of a Unified Solution);

- be the principal service and/or application, and sole point of access, to the Unified Solution;
- be delivered over the Internet or a private network. The Self-Hosted Applications component may not be loaded onto the end user's device; and
- be owned, not licensed, by you, except that your software may include third party software that is embedded in, and operates in support of, your software.

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

CHANGES TO USE RIGHTS

Despite the terms of your volume licensing agreement, we may modify or discontinue the above use rights at any time. However, if we do so, these use rights continue to apply to your use of the Self-Hosted Applications under licenses acquired before the effective date of that change.

Servers -- System Center Advisor

Privacy Statement: **Yes** (http://go.microsoft.com/fwlink/?LinkID=195849)

Security Overview: Yes (http://go.microsoft.com/fwlink/?LinkID=195849)

You may use the System Center Advisor online service to manage:

a. your OSEs in which instances of qualifying server software run, provided those instances are run under licenses for which you have active Software Assurance coverage. "Qualifying server software" means the server products identified in the Product List as being eligible for the System Center Advisor benefit.
b. your OSEs covered by qualifying Management Licenses for which you have active Software Assurance coverage. "Qualifying Management Licenses" means the Management Licenses identified in the Product List as being eligible for the System Center Advisor Benefit.

Your use of the online service is subject to the Online Services General License Terms in these License Agreement/Product Use Rights and the license terms below. In the event of any conflict between the Online Services General License Terms and the license terms below, the license terms below govern. Your right to use the online service to manage OSEs expires when the corresponding Software Assurance coverage on the qualifying server software licenses or Management Licenses expires.

The System Center Advisor online service is intended to facilitate configuration, security, and compliance activities conducted by your organization. It should not replace advice from your organization's IT professionals, auditors, accountants, attorneys, and other security or compliance professionals and does not verify or guarantee fulfillment of your organization's security or compliance obligations.

USE FOR EVALUATION PURPOSES

You may use the online service for a 60-day evaluation period. You will not be required to have Software Assurance coverage for the licensed software running in your managed OSEs during the trial period.

CONFIGURATION AND ALERTS DATA RETENTION POLICY

During your subscription or trial, the online service will only store your configuration data for 60 days. This means through your access to the online service portal you can view configuration and alerts data generated during the most recent 60 days. Older data will be deleted daily and cannot be restored by Microsoft or you.

ONLINE SERVICE EXPIRATION OR TERMINATION

Upon expiration or termination of your online service subscription, or expiration of the free trial period, the following policy will regulate the data associated with the account:

- Customer data will be stored for a "grace period" of 30 days after the expiration of the free trial period. During this period, you can promote the account to full service by entering an Software Assurance contract number without losing data. Any customer data will be deleted and won't be available for recovery after the grace period expires.
- Customer data will be stored for a "grace period" of 90 days after the expiration of the Software Assurance contract specified as proof of eligibility for full service. During this period, you can restore the account to full service without losing data by entering another Software Assurance contract number with expiration set for a future date. Any customer data will be deleted and will not be available for recovery after this grace period expires.

No Liability for Deletion of Customer Data. You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return the customer data. You agree that we have no liability whatsoever for deletion of the customer data pursuant to these terms.

Availability of System Center Advisor, some of its functionality, and language versions varies by country. Customers may purchase the service and use it with servers located in the specific countries identified at http://www.microsoft.com/online/faq.aspx#international or at an alternate web site Microsoft identifies. The System Center Advisor web site www.systemcenteradvisor.com can be viewed by customers who have an Internet connection in any countries where such access is not prohibited by applicable law.

OUR USE OF CUSTOMER DATA

Customer data will be used to operate and improve the online service. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the online service and the improvement of features that involve the detection of, and protection against, emerging and evolving threats to the user (such as malware or spam). In addition, customer data will be used to improve the products/components the online service supports for configuration analysis. For information on how we use customer data, see the System Center Advisor Privacy Statement at http://go.microsoft.com/fwlink/?LinkID=195849.

You are responsible for responding to requests by a third party (including law enforcement, other government entity, or civil litigant) regarding your use of the online service. We will not disclose customer data to a third party unless required by law. Should a third party contact us with a demand for customer data, we will attempt to redirect the third party to request it directly from you. As part of that, we may provide your basic contact information to the third party. If compelled to disclose customer data to a third party, we will use commercially reasonable efforts to notify you in advance of a disclosure unless legally prohibited.

FEEDBACK

If you give feedback to Microsoft, you give to Microsoft, without charge, the right to use, share and commercialize your feedback in any way and for any purpose. You also give to third parties, without charge, any patent rights needed for their products, technologies and services to use or interface with any specific parts of a Microsoft software or service that includes the feedback. You agree that you will not give feedback that is subject to a license that requires Microsoft to license its software or documentation to third parties because we include your feedback in them.

Servers -- TechNet Subscription Media

See Applicable Notices: Data Transfer

The Developer Tools section of the License Agreement/Product Use Rights provides your license terms for TechNet Subscription Media.   Please see the Product List for additional TechNet Software Assurance benefits.

Step-Up Licenses

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

Software Assurance Product Support Services

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

SQL Server 2012 Enterprise -- Unlimited Virtualization

The license terms for SQL Server 2012 Enterprise in the Servers – Per Core section of the License Agreement/Product Use Rights, as supplemented below, provide your license terms for the software under core licenses with active Software Assurance coverage. In the case of any conflict between the applicable terms in the Servers – Per Core section and the license terms below, the license terms below govern.

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

System Center Configuration Manager -- VDI Rights

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

Visual Studio -- MSDN

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

Windows Desktop Operating System -- Rights to run "Clustered HPC Applications"

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

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

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

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

Windows 8 Enterprise (under Windows Desktop Operating System Software Assurance and Windows Intune)

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

"instance", "licensed device", "OSE", "physical OSE", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8 Enterprise.

Use of the software under your active Windows Software Assurance coverage or active Windows Intune subscriptions is subject to the Desktop Operating System section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. If you accrue a perpetual right under Software Assurance coverage to use the latest version of the Windows desktop operating system, then you will have a perpetual right to use in its place the corresponding version of Windows Enterprise, but only as permitted in the Desktop Operating System section of the License Agreement/Product Use Rights without the additional rights and limitations here.

1. You must assign the Windows Intune license to a single device.
2. For Windows Software Assurance, the licensed device is the device to which you assigned the underlying Windows license to which you have attached active coverage.
3. Using the licensed device, you may access up to four instances of the software running remotely in virtual OSEs on servers in your datacenter.
4. You may also run up to four instances in virtual OSEs and one instance in the physical OSE locally on the licensed device.
5. If all of the instances permitted to run in virtual OSEs locally are used, you may use the instance in the physical OSE only to host and manage the virtual OSEs.
6. You may run two instances of the software in the physical OSE as an alternative to running the software remotely in your datacenter or locally in virtual OSEs.
7. You may run Windows 8 Professional, or any earlier version of the software or of Windows 8 Professional, in place of any permitted instance.
8. With the exception of access for technical support using of Remote Assistance or similar technology, the remote access rights in the Desktop Operating System section do not apply; however, you may remotely access any permitted instance from any separate Windows Intune or Windows VDA licensed device or Windows Software Assurance covered device.
9. You do not need a license to access your instances only to administer the software.
10.   Your right to use the software under this section is non-perpetual; you may not access or use the software, as permitted here, after your Software Assurance coverage or Windows Intune subscription expires.

Windows 8 Enterprise (under Windows Virtual Desktop (VDA))

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

"instance", "licensed device", "OSE", "physical OSE", "running instances", "server", and "virtual OSE"

"Software," as used here, refers to Windows 8 Enterprise.

Use of the software under your active Windows VDA subscriptions is subject to the Desktop Operating System section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section.

1. You must assign the Windows VDA license to a single device.
2. Using the licensed device, you may remotely access up to four instances of the software running in virtual OSEs on servers in your datacenter.
3. You may not run the software locally on the licensed device.
4. As an exception, if a Windows 8 Professional license is also assigned to the licensed device, you may run one or more of the permitted instances of the software in virtual OSEs locally on the licensed device. You may run Windows 8 Professional, or any earlier version of the software or of Windows 8 Professional, in place of any permitted instance.
5. With the exception access for technical support using of Remote Assistance or similar technology, the remote access rights in the Desktop Operating System section do not apply.
6. You do not need a license to access your instances only to administer the software.
7. Your right to use the software under your Windows VDA license is non-perpetual; you may not access or use the software as permitted here after your subscription expires.

Roaming Use Rights (under Windows Desktop Operating System Software Assurance, Windows Intune and Windows VDA)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

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

"Software," as used here, refers to Windows 8 Enterprise.

Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8 Enterprise section and the license terms here. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8 Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. The single primary user[1] of the licensed device may remotely access the permitted instances running on servers in your datacenter from a qualifying third party device[2] from anywhere off your or your affiliates' premises.
2. The same user may also run one instance of the software in a virtual OSE on a qualifying third party device while off your and your affiliates' premises.
3. All Roaming Rights use must be for work-related purposes.
4. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
5. Your right to use the software under Roaming Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows Intune or Windows VDA subscription expires.

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

[2] Despite anything in your volume licensing agreement to the contrary, Qualified Desktops do not include any qualifying third party device from which your users access and use the software and any (other) enterprise product solely under Roaming Use Rights.

Windows To Go Rights (under Windows Desktop Operating System Software Assurance, Windows Intune and Windows VDA)

DEFINED TERMS IN THIS SECTION (SEE UNIVERSAL LICENSE TERMS)

"instance", "licensed device", "qualifying third-party device", "running instances" "Software," as used here, refers to Windows 8 Enterprise. Use of the software is subject to the Desktop Operating System section, the corresponding Windows 8 Enterprise section and the license terms here. Instances you are permitted to create and use under this section are in addition to those you are permitted to make under the "Windows 8 Enterprise (under Windows Desktop Operating System Software Assurance and Windows Intune)," "Windows 8 Enterprise (under Windows Virtual Desktop (VDA))," and "Roaming Use Rights (under Windows Desktop Operating System Software Assurance, Windows Intune and Windows VDA)" sections. The license terms in this section govern in the case of any conflict with the terms in the Desktop Operating System section. Ongoing use of Windows 8 Enterprise under a perpetual Windows license, after Software Assurance coverage expires, is subject to the Desktop Operating System section without the additional rights and limitations here.

1. You may create and store one instance of the software on up to two USB drives.
2. You may run the instance stored on the USB drive on any Windows Software Assurance, Windows Intune or Windows VDA licensed device.
3. The single primary user[1] of the Windows Software Assurance, Windows Intune or Windows VDA licensed device may also run the instance on the USB drive on a qualifying third party device from anywhere off your or your affiliates' premises for work-related purposes.

4. No other user may use the software under the same license at the same time except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.
5. Your right to use the software under Windows To Go Rights is non-perpetual; you may not access or use the software, as permitted here, after your Windows Software Assurance coverage or Windows Intune or Windows VDA subscription expires.

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

Windows Desktop Operating System -- Windows Thin PC

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

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

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

- Windows Media Digital Rights Management
- Windows Media Player

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

Appendix 3: Additional Software

BizTalk RFID 2010

- RFID Client and Tools
- RFID SDK
- RFID Mobile

BizTalk Server 2010 Branch Edition

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

BizTalk Server 2010 Enterprise Edition

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

BizTalk Server 2010 Standard Edition

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

Commerce Server 2009 R2 Enterprise Edition

- Adapters
- Schema Editor
- Business User Interfaces

Commerce Server 2009 R2 Standard Edition

- Adapters
- Schema Editor
- Business User Interfaces

Data Protection Manager 2010 for System Center Essentials

- Data Protection Manager 2010 Agent
- Data Protection Manager Remote Command-Line Interface Console
- Data Protection Manager System Recovery Tool Agent
- Analysis Services Shared Tools
- Business Intelligence Development Studio
- Connectivity Components
- Legacy Components
- Management Tools

Notification Services Client Components
- Reporting Services Report Manager
- Reporting Services Shared Tools
- SQL Server 2008 Shared Tools
- Software Development Kit
- SQLXML Client Features
- SQL Server 2008 Books Online
- SQL Server Mobile Server Tools
- Microsoft System Recovery Tool for Microsoft System Center Data Protection Manager 2010

Duet Enterprise for Microsoft SharePoint and SAP 1.0

- Components for Microsoft Office
- Components for mySAP ERP

Duet for Microsoft Office and SAP 1.5

- Components for Microsoft Office
- Components for mySAP ERP

Exchange Server 2007 Standard for Small Business

- Exchange Management Tools

Exchange Server 2010 Enterprise

- Exchange Management Tools

Exchange Server 2010 Standard

- Exchange Management Tools

FAST Search Server 2010 for SharePoint

- Software Development Kit

Forefront Identity Manager 2010 - Windows Live Edition

- Client Software

Forefront Identity Manager 2010 R2

- Microsoft Password Change Notification Service
- Microsoft BHOLD Suite
- FIM Certificate Management Client
- FIM Certificate Management Bulk Insurance Client
- System Center Service Manager 2010

Forefront Threat Management Gateway 2010 Enterprise Edition

- Forefront Threat Management Gateway Enterprise
  Management Server
- Forefront Threat Management Gateway Management
  Console

Forefront Threat Management Gateway 2010 Standard Edition

- Forefront Threat Management Gateway Management
  Console

Forefront Threat Management Gateway Medium Business Edition

- Forefront Threat Management Gateway Admin Console

HPC Pack 2008 R2 Enterprise

- Client Utilities
- Microsoft Message Passing Interface
- Web Components

HPC Pack 2008 R2 for Cycle Harvesting

- Client Utilities
- Microsoft Message Passing Interface
- Web Components

Lync Server 2010 Enterprise

Lync Server 2010 as Deployed in:
- Archiving and Monitoring Server Role
- Audio/Video Conferencing Server Role
- Central Management Server Role
- Director Role
- Edge Server Role
- Group Chat Server Role
- Lync Web Application Server Role
- Mediation Server Role
- Reach Application Sharing Server Role

- Survivable Branch Appliance Role
- Unified Communications Application Server Role
- Web Conferencing Server Role
- Lync Server 2010 Control Panel
- Lync Server 2010 Group Chat Administration Tool
- Lync Server 2010 Web App Plug-in
- Topology Builder
- Administrative Tools
- PowerShell Snap-In

- Mobility Service Role
- Autodiscovery Service Role

Lync Server 2010 Standard

Lync Server 2010 as Deployed in:
- Archiving and Monitoring Server Role
- Audio/Video Conferencing Server Role
- Central Management Server Role
- Director Role
- Edge Server Role
- Group Chat Server Role
- Lync Web Application Server Role
- Mediation Server Role
- Reach Application Sharing Server Role
- Mobility Service Role
- Autodiscovery Service Role
- Survivable Branch Appliance Role
- Unified Communications Application Server Role
- Web Conferencing Server Role
- Lync Server 2010 Control Panel
- Lync Server 2010 Group Chat Administration Tool
- Lync Server 2010 Web App Plug-in
- Topology Builder
- Administrative Tools
- PowerShell Snap-In

Microsoft Dynamics AX 2012

- Microsoft Dynamics AX Connector
- Microsoft Dynamics Management Reporter for AX
- Microsoft Dynamics Forecaster
- Microsoft Dynamics AX POS Client

Microsoft Dynamics CRM 2011 Server

- Microsoft Dynamics CRM 2011 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2011
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM 2011 Report Authoring Extensions
- Microsoft Dynamics CRM 2011 Best Practices Analyzer
- Microsoft Dynamics CRM 2011 Multilingual User Inferface (MUI)

Microsoft Dynamics CRM Workgroup Server 2011

- Microsoft Dynamics CRM 2011 for Microsoft Office Outlook
- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2011
- Microsoft SharePoint Grid for Microsoft Dynamics CRM 2011
- Microsoft Dynamics CRM 2011 Report Authoring Extensions
- Microsoft Dynamics CRM 2011 Best Practices Analyzer
- Microsoft Dynamics CRM 2011 Multilingual User Interface (MUI)

Project Server 2010

- Software Development Kit

Search Server 2010

- Software Development Kit

SharePoint Server 2010

- Software Development Kit

SharePoint Server 2010 for Internet Sites Enterprise

- Software Development Kit

SharePoint Server 2010 for Internet Sites Standard

- Software Development Kit

SQL Server 2008 R2 Small Business

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Tools – Basic

- Management Tools - Complete
- SQL Client Connectivity SDK
- Microsoft Sync Framework
- SQL Server 2008 R2 Books Online

SQL Server 2012 Business Intelligence

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller

- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

SQL Server 2012 Enterprise

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller

- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

SQL Server 2012 Standard

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services

- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework

- Distributed Replay Client
- Distributed Replay Controller
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

System Center 2012 Client Management Suite

- Configuration Manager Console
- 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
- SQL Server 2008 Books Online
- Data warehouse management server
- Service Manager console
- Avicode Incident Snapshot Utility
- AVIcode Intercept Agent
- AVIcode Intercept Visual Studio Plug-In
- AVIcode SharePoint Application Cartridge
- AVIcode Advisor 5.7
- AVIcode Intercept uX Management Pack for Operations Manager 2007
- AVIcode SharePoint Application Management Pack for Operations Manager 2007
- Quick Integration Kit
- Opalis Integration Server 6.2.2 SP1
- Data Protection Manager Remote Command-Line

- 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
- Reporting Services Report Manager
- SQL Server 2008 Shared Tools
- SQLXML 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 5.7 for Operations Manager 2007
- AVIcode BizTalk Application Management Pack for Operations Manager 2007
- AVIcode Reporting Services Management Pack for Operations Manager 2007Opalis Integration Server
- Opalis Operator Console Installer
- Data Protection Manager 2010 Agent

System Center 2012 Configuration Manager

- Configuration Manager Console
- Configuration Manager Client
- Device Management Point
- Custom Updates Publishing Tool
- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Management Point
- Virtual Machine Manager Agent
- Administrator Console
- VMRC Client
- Audit Collection Services software
- Power Shell
- Business Intelligence Development Studio

- Reporting Point
- Secondary Site Server
- Server Locator Point
- Software Update Point
- State Migration Point
- System Health Validator Point
- Out of Band Service Point
- Physical to Virtual Agent
- Virtual Machine Manager Self Service Portal
- Server Application Virtualization
- Connector Framework
- Analysis Services Shared Tools
- Connectivity Components
- Management Tools
- Reporting Services Report Manager

- Legacy Components
- Notification Services Client Components
- Reporting Services Shared Tools
- Software Development Kit
- SQL Server 2008 Books Online

- SQL Server 2008 Shared Tools
- SQLXML Client Features
- SQL Server Mobile Server Tools

System Center 2012 Datacenter

- Configuration Manager Console
- Configuration Manager Client
- Device Management Point
- Custom Updates Publishing Tool
- Distribution Point
- Fallback Status Point
- Inventory Tool for Microsoft Updates
- PXE Service Point
- Virtual Machine Manager Agent
- Administrator Console
- VMRC Client
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- Power Shell
- Business Intelligence Development Studio
- Legacy Components
- Notification Services Client Components
- Reporting Services Shared Tools
- Software Development Kit
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- Data warehouse management server
- Service Manager console
- Avicode Incident Snapshot Utility
- AVIcode Intercept Agent
- AVIcode Intercept Visual Studio Plug-In
- AVIcode SharePoint Application Cartridge
- AVIcode Advisor 5.7
- AVIcode Intercept uX Management Pack for Operations Manager 2007
- AVIcode SharePoint Application Management Pack for Operations Manager 2007
- Quick Integration Kit
- Opalis Integration Server 6.2.2 SP1
- Data Protection Manager Remote Command-Line
- Unified Installer

- Management Point
- Reporting Point
- Secondary Site Server
- Server Locator Point
- Software Update Point
- State Migration Point
- System Health Validator Point
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- AVIcode BizTalk Application Management Pack for Operations Manager 2007
- AVIcode Reporting Services Management Pack for Operations Manager 2007Opalis Integration Server
- Opalis Operator Console Installer
- Data Protection Manager 2010 Agent

System Center 2012 Standard

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- Data Protection Manager 2010 Agent

System Center Essentials 2010

- User Interface Console
- Management Packs
- Agent and Helper Binaries

System Center Essentials 2010 with SQL Server 2008 Technology

- User Interface Console
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- Agent and Helper Binaries
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- Business Intelligence Development Studio
- Connectivity Components
- Legacy Components
- Management Tools

- Notification Services Client Components
- Reporting Services Report Manager
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System Center Virtual Machine Manager 2008 R2 Workgroup Edition

- Virtual Machine Manager Agent
- Physical to Virtual Agent
- Administrator Console

- Virtual Machine Manager Self Service Portal
- VMRC Client

Visual Studio Team Foundation Server 2012 with SQL Server 2012 Technology

- Team Explorer for Visual Studio 2012
- Visual Studio Team Foundation Build Services
- Visual Studio Team Foundation Server SharePoint

Extensions
- Visual Studio Team Foundation Server Project Server Extensions

Windows Embedded Device Manager 2011

- Embedded Device Manager Console Extensions (for Configuration Manager Console)
- Embedded Device Manager Client
- Embedded Device Manager Device Imaging

Windows MultiPoint Server 2011 Premium

- Remote Server Administration Tools Client
- Remote Desktop Connection Client
- Server Migration Tool

Windows MultiPoint Server 2011 Standard

- Remote Server Administration Tools Client
- Remote Desktop Connection Client
- Server Migration Tool

Windows Server 2012 Datacenter

For a list of additional software go to
http://go.microsoft.com/fwlink/p/?LinkId=241491.

Windows Server 2012 Standard

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Windows Small Business Server (SBS) 2011 Premium Add-on

- AD Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- SQL Business Intelligence Development Studio
- SQL Client Tools Backward Compatibility
- SQL Client Tools Connectivity
- SQL Client Tools Software Development Kit
- SQL Management Tools – Basic
- SQL Management Tools – Complete
- SQL Client Connectivity Software Development Kit
- Microsoft Sync Framework
- SQL Server 2008 R2 Books Online

Windows Small Business Server (SBS) 2011 Standard

- AD Migration Tool
- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Server Migration Tool
- Exchange Management Tools
- Small Business Server Source Migration Tool
- Small Business Server Console
- Microsoft Baseline Configuration Analyzer v2.0
- Windows Identity Foundation

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

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

Windows Small Business Server 2011 Essentials

- FRS Monitoring Tools
- Remote Desktop Connection Client
- RSAT Client
- Small Business Server Restore Software for Client
- Server Migration Tool

Product Index