

File No. 161227

Committee Item No. 10

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date November 30, 2016

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

OTHER (Use back side if additional space is needed)

[illegible]

Completed by: Linda Wong **Date** November 22, 2016

Completed by: Linda Wong Date:

1 [Agreement Amendment - En Pointe Technologies Sales, LLC - Microsoft Online 365
2 Subscription Services - Not to Exceed \$13,909,873]

3 **Resolution authorizing the Department of Technology and the Office of Contract**
4 **Administration to enter into Amendment No. 1 to the Agreement between the City and**
5 **County of San Francisco and En Pointe Technologies Sales, LLC, for Microsoft**
6 **Online 365, to increase the agreement amount by \$4,335,418 for an amount not to**
7 **exceed \$13,909,873 over the agreement term of June 25, 2014, through May 31, 2017.**

8
9 WHEREAS, In 2014, the City sought to procure certain products and software services
10 related to the City's needs for information technology; and

11 WHEREAS, The County of Riverside ("Riverside") solicited bids for a Microsoft
12 Enterprise program that was focused on government information technology needs; and

13 WHEREAS, Microsoft's response included a customized Enterprise Agreement that
14 was designed to work for all government agencies within the state of California; and

15 WHEREAS, The objective of Riverside's bid process was to select Microsoft authorized
16 and responsible large account resellers in the State of California; and

17 WHEREAS, The evaluation of responses was conducted by Information Technology
18 Professionals from throughout the State of California; and

19 WHEREAS, The result of that competitive bidding process was a list of large account
20 resellers that could offer the products and pricing required in the County of Riverside's
21 Enterprise Program; and

22 WHEREAS, The City wanted to piggyback on the County of Riverside's competitive
23 process and enter into an agreement with a large account reseller who was selected as a
24 reseller under the Riverside Microsoft Enterprise Program with the intent to enter into a three-
25 year contract for core Microsoft Office 365 subscription services and server licenses; and

1 WHEREAS, The Department of Technology (DT) sought and received approval from
2 the Office of Contract Administration to use the County of Riverside's competitive
3 procurement process under Administrative Code § 21.16(b); and

4 WHEREAS, The O365 subscription services consist of secure email and administrative
5 tools, server and SQL licenses required to operate the email system, the Microsoft Office
6 Suite, Skype for Business and trial or development-scale access to new products and features
7 otherwise not attainable on the open market at prices affordable to The City; and

8 WHEREAS, After the City requested quotes from the previously approved vendors, the
9 City selected En Pointe as the O365 reseller and entered into an agreement with En Pointe
10 which terminates on May 31, 2017, and limits the total cost of the agreement to \$9,574,455;
11 and

12 WHEREAS, When the City entered into the Agreement in 2014, it tried to estimate the
13 amount that would be necessary to roll out the services and deploy the Microsoft products
14 over the next three years, but the popularity of the products and the growth in demand for the
15 services were much greater than the estimates made by the City when the agreement
16 became effective; and

17 WHEREAS, The City estimates that the money projected to be spent with En Pointe
18 could reach the contract's not-to-exceed amount in the reasonably near future; and

19 WHEREAS, There is only \$329,000 in spending authority left in the En Pointe O365
20 agreement and the City expects it will need additional services for a cost of \$4,335,418 the
21 City wishes to execute an amendment to the agreement increasing the maximum amount to
22 \$13,909,873 a copy of the amendment is on file with the Clerk of the Board of Supervisors in
23 File No. 161227; and

1 WHEREAS, Charter, Section 9.118, "Contract and Lease Limitations," subsection (b),
2 requires Board of Supervisors approval of any contract estimated to exceed \$10 million in
3 expenditures; now, therefore, be it

4 RESOLVED, That the Board of Supervisors authorizes the Department of Technology
5 and the Office of Contract Administration to execute the First Amendment to the En Pointe
6 O365 Agreement increasing the maximum guaranteed amount to \$13,909,873 substantially in
7 the form of the agreement on file with the Clerk of the Board of Supervisors in File
8 No. 161227, with such changes or modifications, as may be acceptable to the Director of the
9 Department of Technology and the City Attorney and which do not materially increase the
10 obligations and liabilities of the City; and, be it

11 FURTHER RESOLVED, That upon execution of the Amendment, the Director of the
12 Department of Technology shall transmit to the Clerk of the Board of Supervisors a copy of
13 the Amendments, for inclusion in File No. 161227; and, be it

14 FURTHER RESOLVED, That this resolution shall take effect immediately upon its
15 adoption.

Items 10 and 11 Files 16-1227 and 16-1228	Department: Department of Technology (DT)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p>	
<ul style="list-style-type: none"> The proposed resolutions would approve an amendment to two existing agreements between the Department of Technology (DT) En Pointe Technologies Sales, LLC, to (i) increase the total not-to-exceed amount by \$4,335,418 from \$9,574,455 to \$13,909,873 for the Microsoft Office 365 Agreement (File 16-1227), and (ii) to increase the total not-to-exceed amount by \$4,850,304 from \$9,869,293 to \$14,719,597 for the Microsoft Enterprise Software Products Agreement (File 16-1228). 	
<p style="text-align: center;">Key Points</p>	
<ul style="list-style-type: none"> DT entered into two agreements with En Pointe Technologies Sales, LLC in 2014 to provide (i) core Microsoft Office 365 subscription services and servers for DT, and (ii) Microsoft enterprise software products at discounted rates for all City Departments. The total not-to-exceed amount for the agreement between the City and En Pointe Technologies to provide Microsoft Office 365 subscription services and servers was \$9,574,455 for a term of three years from June 1, 2014 through May 31, 2017. The total not-to-exceed amount of the agreement between the City and En Pointe Technologies to provide Microsoft enterprise software products at discounted rates for all City Departments was \$9,869,293 for a term of three years from June 1, 2014 through May 31, 2017. According to Mr. Hao Xie, Strategic Sourcing Manager at DT, City departments were permitted and encouraged to implement the overall Microsoft Office 365 system, including the subscription services and server licenses, at their own pace in 2011 when the City first decided to upgrade and consolidate its multiple citywide email systems. DT originally anticipated 26,500 end users to use services. However, the popularity of the products and the growth in demand for the Microsoft products and services has been much greater than expected in the past two years. 	
<p style="text-align: center;">Fiscal Impact</p>	
<ul style="list-style-type: none"> The total Microsoft Office 365 agreement not-to-exceed amount under the proposed first amendment will increase through May 31, 2017 by \$4,335,418, from \$9,574,455 to \$13,909,873. The total Microsoft enterprise software products agreement not-to-exceed amount under the proposed amendment will increase through May 31, 2017 by \$4,850,304, from \$9,869,293 to \$14,719,597. 	
<p style="text-align: center;">Recommendation</p>	
<ul style="list-style-type: none"> Approve the proposed resolutions. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

BACKGROUND

The Department of Technology (DT) entered into two agreements with En Pointe Technologies Sales, LLC in 2014 to provide (i) core Microsoft Office 365 subscription services and servers for DT, and (ii) Microsoft enterprise software products at discounted rates for all City Departments. DT sought and received approval from the Office of Contract Administration to use the County of Riverside's competitive procurement process for an existing online Microsoft services contract under Section 21.16(b) of the Administrative Code.

Under the existing Microsoft Office 365 Agreement, subscription services consist of secure email and administrative tools, server and licenses required to operate the email system, the Microsoft Office Suite, Skype for Business, and trial or development-scale access to new products and features. The total not-to-exceed amount for the agreement between the City and En Pointe Technologies to provide Microsoft Office 365 subscription services and servers was \$9,574,455 for a term of three years from June 1, 2014 through May 31, 2017.

Under the existing Microsoft Enterprise Software Products Agreement, products consist of Windows server licenses required to operate various software applications, Azure, Intune, Microsoft Customer Relationship Management (CRM), Virtual Desktop Access (VDA), SharePoint Online, Access Pro, Visio Pro, Project Pro and training credit and technical support credits usable during the agreement term. The total not-to-exceed amount of the agreement between the City and En Pointe Technologies to provide Microsoft enterprise software products at discounted rates for all City Departments was \$9,869,293 for a term of three years from June 1, 2014 through May 31, 2017.

The City in its sole discretion may extend the agreements for two additional years through May 2019.

DETAILS OF PROPOSED LEGISLATION

The proposed resolutions would authorize the Department of Technology to amend two agreements between the City and En Pointe Technologies Sales, LLC, to (i) increase the total not-to-exceed amount by \$4,335,418 from \$9,574,455 to \$13,909,873 for the Microsoft Office 365 Agreement (File 16-1227), and (ii) to increase the total not-to-exceed amount by \$4,850,304 from \$9,869,293 to \$14,719,597 for the Microsoft Enterprise Software Products Agreement (File 16-1228). The end date of the agreements of May 31, 2017 is not changed.

According to Mr. Hao Xie, Strategic Sourcing Manager at DT, City departments were permitted and encouraged to implement the overall Microsoft Office 365 system, including the subscription services and server licenses, at their own pace in 2011 when the City first decided

to upgrade and consolidate its multiple citywide email systems. DT originally anticipated 26,500 end users to use services. However, the popularity of the products and the growth in demand for the Microsoft products and services has been much greater than expected in the past two years. Consequently, DT is seeking authorization to amend the two agreements with En Pointe Technologies Sales, LLC to cover projected departmental spending through May 31, 2017 when the current agreements expire. The requested amendment would cover the projected costs for the remaining seven months of the term of the two agreements.

FISCAL IMPACT

According to Ms. Kathy Lu, Principal Administrative Analyst at DT, the number of City staff currently using Microsoft subscription services is difficult to gauge. She estimates that approximately 30,000 end users are currently using Microsoft Office 365 services, but this includes a small percentage of former employees or contractors whose email inboxes must be maintained for archival reasons.

Additionally, the usage estimates for Microsoft enterprise software products are not readily known because this is not centralized through DT. Over 80,000 licenses have been issued to date. In October 2016, DT sent a survey to 27 departments across the City to forecast the potential procurement needs for Microsoft Office 365 subscription services and enterprise software products from October 2016 to May 31, 2017. When a department could not provide a reliable estimate, DT projected a 10% increase in usage based on their FY 2016-17 use rate. These figures were then used to estimate the additional contract value required for the remaining seven months of the contract term. According to Ms. Lu, DT estimates that there should be an increase of approximately 2,100 end users by the end of the contract term. However, this does not include the possible migration of additional City departments to DT's overall Microsoft Office 365 system.

Based on the estimated departmental usage, according to the budget submitted by DT, the total Microsoft Office 365 agreement not-to-exceed amount under the proposed first amendment will increase through May 31, 2017 by \$4,335,418, from \$9,574,455 to \$13,909,873, as shown in Table 1 below.

Table 1: Increase in the Microsoft Office 365 Agreement's Not-to-Exceed Amount from June 1, 2014 to May 31, 2017 (File 16-1227)

Microsoft Office 365 Agreement	Original Contract Amount	Actual Spent FY14-16	Remaining Contract Value	Projected Additional Need	Amended Total Contract Amount
Core O365 Products (Microsoft Office apps, such as Email and Office Suite)	\$9,566,018	\$7,223,613	\$2,342,405	\$859,781	\$10,425,799
Other Products ¹ (Additional purchases, including step-ups to higher level of products)	8,437	2,021,300	-2,012,863	3,475,637	3,484,074
Total	\$9,574,455	\$9,244,913	\$329,542	\$4,335,418	\$13,909,873

Based on the estimated departmental usage, according to the budget submitted by DT, the total Microsoft enterprise software products agreement not-to-exceed amount under the proposed amendment will increase through May 31, 2017 by \$4,850,304, from \$9,869,293 to \$14,719,597, as shown in Table 2 below.

Table 2: Increase in the Microsoft Enterprise Software Agreement's Not-to-Exceed Amount from June 1, 2014 to May 31, 2017 (File 16-1228)

Microsoft Enterprise Software Products	Original Contract Amount	Actual Spent FY14-16	Remaining Contract Value	Projected Additional Need	Amended Total Contract Amount
Enterprise Products (Windows server license to operate various Microsoft applications)	\$9,246,855	\$6,472,449	\$2,774,406	\$729,448	\$9,976,303
True-Up Cost on Enterprise Products ²	43,914	2,451,685	-2,207,771	3,399,382	3,643,296
Step-Up Cost on Enterprise Products ³	111,623	294,202	-182,579	239,055	350,678
Azure, CRM, Intune and VDA	266,901	588,405	-321,504	482,419	749,320
Total	\$9,869,293	\$9,806,741	\$62,552	\$4,850,304	\$14,719,597

¹ This includes server and bridge licenses that are required to operate the email system. When an enterprise email system is established, these licenses permit access between the email central control system and the internet.

² This reflects the quantity difference between what the City departments reserved in advance in May 31, 2014 compared to City departments' actual purchases. The "true up cost" is the payment due if the number of licenses used is higher than what was reserved.

³ This reflects Microsoft's annual increases in unit cost for the latest version of any given product or license. For example, the cost to license Project Pro 2016 versus Project Pro 2013 will be shown as the "step-up cost" to operate a similar but updated program.

The requested increased costs were based on estimated departmental usage. DT has submitted budgets to reflect the increased costs. The Budget and Legislative Analyst finds the requested increased amounts to be reasonable. Funds to pay the increased agreements' costs are included in the FY 2016-17 budgets of the respective City departments, as previously appropriated by the Board of Supervisors.

RECOMMENDATION

Approve the proposed resolutions.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment to En Pointe Online 365 Agreement

THIS AMENDMENT (this "Amendment") is made as of November 15, 2016, in San Francisco, California, by and between En Pointe Technologies Sales, LLC ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the **En Pointe Microsoft Online 365** Agreement on the terms and conditions set forth herein to increase the contract amount and update standard contractual clauses";

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated June 25, 2014 between Contractor and City.

1b. Contract Monitoring Division. Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

1c. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 12. Section 12 -Payment of the Agreement currently reads as follows:

12. Payment. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed Nine Million, Five-Hundred and Seventy-Four Thousand, Four Hundred and Fifty-Five Dollars and no cents [\$9,574,455]. The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until

Licensed Software and services required under this Agreement are received from Contractor and approved by DT as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

12. Payment. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed Thirteen Million, Nine-Hundred and Nine Thousand, Eight Hundred and Seventy-Two Dollars and Seventy-Three cents [\$13,909,872.73]. The breakdown of costs associated with this Agreement is provided for in Attachment B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by DT as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

2b. Appendix B – Calculation of Charges. Appendix B is hereby replaced in its entirety by Attachment B attached.

2c. Sugar-Sweetened Beverage Prohibition. Section 47 is hereby added to the Agreement, as follows:

47. Sugar-Sweetened Beverage Prohibition. Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

2d. Insurance. Section 21 is hereby replaced in its entirety to read as follows:

21. Insurance.

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Technology Errors and Omissions Liability coverage, with limits of \$1,000,000 each occurrence and each loss, and \$2,000,000 general aggregate. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(a) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(b) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(c) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

2e. Adding "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section. Section 48 "Earned Income Credit (EIC) Forms" is hereby added to read as follows:

48. Consideration of Criminal History in Hiring and Employment Decisions.

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the

remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at www.sfgov.org/olse/fco. A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2) participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 48(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

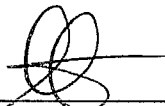
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

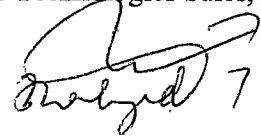
Recommended by:



Miguel A. Gamiño Jr., ~~CIA~~
City Chief Information Officer
Department of Technology

CONTRACTOR

En Pointe Technologies Sales, LLC

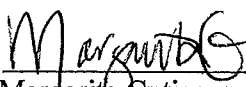


Dr. Shahzad Munawwar (COO & SVP)
En Pointe Technologies Sales, LLC
1940 E. Mariposa Avenue
El Segundo, CA 90245

City vendor number: 99606

Approved as to Form:

Dennis J. Herrera
City Attorney

By: 

Margarita Gutierrez
Deputy City Attorney

Approved:

Jaci Fong
Director of the Office of Contract
Administration, and Purchaser

Attachments:
Attachment B - Office 365 Price Sheet

Attachment B - Office 365 Price Sheet

Attachment B - Office 365 Price Sheet

Part I - Original Estimate in 2014

Pricing & Estimated Usage for Year 1 (FY14-15) - Core Office 365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.15	1200	United States	\$ 59,760.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.38	1200	United States	\$ 19,872.00
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.75	20131	United States	\$ 2,838,471.00
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.13	300	United States	\$ 47,268.00
Additional Product									
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.25	4000	United States	\$ 108,000.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.38	4000	United States	\$ 66,240.00
ExchOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.27	100	United States	\$ 6,324.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.13	50	United States	\$ 9,678.00
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.38	60	United States	\$ 6,033.60
Core Products - Total Year 1 (FY14-15) \$ 3,161,646.60									

Pricing & Estimated Usage for Year 2 (FY15-16) - Core Office 365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1200	United States	\$ 60,480.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1200	United States	\$ 20,160.00
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	20131	United States	\$ 2,874,706.80
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	300	United States	\$ 47,880.00
Additional Product									
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	4000	United States	\$ 109,440.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	4000	United States	\$ 67,200.00
ExchOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	50	United States	\$ 9,798.00
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	60	United States	\$ 6,112.80
Core Products - Total Year 2 (FY15-16) \$ 3,202,189.60									

Attachment B - Office 365 Price Sheet

Pricing & Estimated Usage for Year 3 (FY16-17) - Core Office 365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1200	United States	\$ 60,480.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1200	United States	\$ 20,160.00
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	20131	United States	\$ 2,874,706.80
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	300	United States	\$ 47,880.00
Additional Products									
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	4000	United States	\$ 109,440.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	4000	United States	\$ 67,200.00
ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	50	United States	\$ 9,798.00
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	60	United States	\$ 6,112.80
Core Products - Total Year 3 (FY16-17) \$ 3,202,185.60									

Future Pricing of Other Defined Products - Usage Estimated in 2014									
Enterprise/Online Services									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Step Up Enterprise/Online Services									
Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U7S-00016	Adjustable		Monthly	12	\$ 7.70	1	United States	\$ 92.40
Office365PlanG4 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U9S-00017	Adjustable		Monthly	12	\$ 9.10	1	United States	\$ 109.20
Office365PlanG4 ShrdSvr ALNG SU MVL Office365PlanG3 PerUsr	U9S-00019	Adjustable		Monthly	12	\$ 1.40	1	United States	\$ 16.80
Future Monthly Enterprise/Online Services									
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1	United States	\$ 50.40
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	1	United States	\$ 142.80
Office365PlanG4 SharSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	1	United States	\$ 159.60
Additional Online Products									
Online Services									
ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	1	United States	\$ 195.96
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	1	United States	\$ 101.88
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	1	United States	\$ 27.36
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1	United States	\$ 16.80

Attachment B - Office 365 Price Sheet

Future Pricing of Other Undefined Products - Usage Estimated in 2014									
Product Description	Part Number	Usage Indicator	Price Level D	Unit of Measure	Unit Quantity	Price Level D Minus (Proposed Percentage)	License Quantity	Usage Country	Extended
Other Products not Included In Attachment B - Office 365 Price Sheet	To Be Determined	Adjustable	\$ 100.00	Monthly	12	7.00%	1	United States	\$ 1,116.00
Total Estimated Cost of Future Purchases of Other Defined or Undefined Products Estimated in 2014 \$ 8,437.20									
Total Estimated Spend for Years 1 through Year 3 (Estimated in 2014) \$ 9,574,455.00									

Attachment B - Office 365 Price Sheet

Part II - Additional Usage Estimated in Oct 2016

Additional Usage in Year 2 (FY15-16) - Core O365 Products										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended	
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	18300	United States	\$ 307,440.00	
Office365PlanG3 SharSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	424	United States	\$ 60,547.20	
Additional Product										
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	18	United States	\$ 3,527.28	
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	72	United States	\$ 7,335.36	
Total Additional Usage of Core O365 Products in Year 2						\$	378,849.84			

Additional Usage in Year 3 (FY16-17) - Core O365 Products										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended	
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	25456	United States	\$ 427,660.80	
Additional Product										
Office265PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	1550	United States	\$ 42,408.00	
ProjProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	18	United States	\$ 3,527.28	
VisioProforOff365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	72	United States	\$ 7,335.36	
Total Additional Usage of Core O365 Products in Year 3						\$	480,931.44			

Attachment B - Office 365 Price Sheet

Additional Usage in Years 1 through 3 (FY14-17) - Step-Up Cost									
Enterprise Online Services									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Step-Up to Enterprise Online Services									
Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U7S-00016	Adjustable		Monthly	24	\$ 7.70	11898	United States	\$ 2,198,750.40
Additional Usage for Years 1 through 3 (FY14-17) - Other Products not yet defined on the Original Price Sheet									
Product Description	Part Number	Usage Indicator	Price Level/D	Unit of Measure	Unit Quantity	Price Level/D Minus (Proposed Percentage)	License Quantity	Usage Country	Extended
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc	P71-07281	Adjustable	\$ 456.61	Monthly	24	7.00%	60	United States	\$ 611,493.33
SQLSvrEntCore ALNG LicsAPk MVL 2Lic CoreLic	7JQ-00341	Adjustable	\$ 427.28	Monthly	24	7.00%	20	United States	\$ 190,739.97
O365GovE3 ShrdSvr ALNG SU MVL O365GovE1 PerUsr	AAA-11919	Adjustable	\$ 4.01	Monthly	12	7.00%	1000	United States	\$ 44,769.55
AzureMonetaryCommit ShrdSvr ALNG SubsVL MVL Commit	6QK-00001	Adjustable	\$ 1,284.00	Monthly	12	7.00%	30	United States	\$ 429,883.20
						Total Additional Usage of Other Products in Years 1 through 3 \$ 3,475,636.45			
Usage of Core O365 Products plus Other Products in Years 1 through 3 - Estimated in Oct 2016									\$ 4,335,417.73
Total New Estimated Spend for Years 1 through 3 under the Existing O365 Agreement									\$ 13,909,872.73

Summary - Calculation of New Contract Limit for the O365 Agreement

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Product Category	Descriptions	Original Contract Limit for 3 Years (Estimated in 2014)	Actual Spend in the Past 2 Years (FY14-16)	Remaining Value in the Contract	Additional Contract Value Required (Estimated in 2016)	New Total Contract Limit (Column C + F)
Core O365 Products	Microsoft Office apps, such as Email and Office Suite	\$ 9,566,018	\$ 7,223,613	NA	\$ 859,781	\$ 10,425,799.08
Other Products	Additional Purchases, including Step-Ups to higher level of products	\$ 8,437	\$ 2,021,300	NA	\$ 3,475,636	\$ 3,484,073.65
Total	All Products under the O365 Agreement	\$ 9,574,455	\$ 9,244,913	\$ 329,542	\$ 4,335,418	\$ 13,909,873

Note: the City has been adopting O365 faster than expected, including purchase Step-Ups to higher level of products to improve productivity.

Attachment B - Office 365 Price Sheet

Part I - Original Estimate in 2014

Pricing & Estimated Usage for Year 1 (FY14-15) - Core O365 Products										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended	
Office365PlanG1 ShrdSvr ALNG SubsvL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.15	1200	United States	\$	59,760.00
ExchOnlnArchExchOnlng ShrdSvr ALNG SubsvL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.38	1200	United States	\$	19,872.00
Office365PlanG3 ShrdSvr ALNG SubsvL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.75	20131	United States	\$	2,838,471.00
Office365PlanG4 ShrdSvr ALNG SubsvL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.13	300	United States	\$	47,268.00
Additional Product										
Office265PlanK1G ShrdSvr ALNG SubsvL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.25	4000	United States	\$	108,000.00
ExchOnlnArchExchOnlng ShrdSvr ALNG SubsvL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.38	4000	United States	\$	66,240.00
ExchOnlnPin2G ShrdSvr ALNG SubsvL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.27	100	United States	\$	6,324.00
ProjProforOff365G ShrdSvr ALNG SubsvL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.13	50	United States	\$	9,678.00
VisioProforOff365G ShrdSvr ALNG SubsvL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.38	60	United States	\$	6,033.60
Core Products - Total Year 1 (FY14-15) \$ 3,161,646.60										
Pricing & Estimated Usage for Year 2 (FY15-16) - Core O365 Products										
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended	
Office365PlanG1 ShrdSvr ALNG SubsvL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1200	United States	\$	60,480.00
ExchOnlnArchExchOnlng ShrdSvr ALNG SubsvL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1200	United States	\$	20,160.00
Office365PlanG3 ShrdSvr ALNG SubsvL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	20131	United States	\$	2,874,706.80
Office365PlanG4 ShrdSvr ALNG SubsvL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	300	United States	\$	47,880.00
Additional Product										
Office265PlanK1G ShrdSvr ALNG SubsvL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	4000	United States	\$	109,440.00
ExchOnlnArchExchOnlng ShrdSvr ALNG SubsvL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	4000	United States	\$	67,200.00
ExchOnlnPin2G ShrdSvr ALNG SubsvL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$	6,408.00
ProjProforOff365G ShrdSvr ALNG SubsvL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	50	United States	\$	9,798.00
VisioProforOff365G ShrdSvr ALNG SubsvL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	60	United States	\$	6,112.80
Core Products - Total Year 2 (FY15-16) \$ 3,202,185.60										

Pricing & Estimated Usage for Year 3 (FY16-17) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Office365PlanG1 ShrdSvr ALNG Subsvl MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1200	United States	\$ 60,480.00
ExchOnlnArchExchOnlIng ShrdSvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1200	United States	\$ 20,160.00
Office365PlanG3 ShrdSvr ALNG Subsvl MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	20131	United States	\$ 2,874,706.80
Office365PlanG4 ShrdSvr ALNG Subsvl MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	300	United States	\$ 47,880.00
Additional Product									
Office265PlanK1G ShrdSvr ALNG Subsvl MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	4000	United States	\$ 109,440.00
ExchOnlnArchExchOnlIng ShrdSvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	4000	United States	\$ 67,200.00
ExchOnlnPin2G ShrdSvr ALNG Subsvl MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00
ProjProforOfF365G ShrdSvr ALNG Subsvl MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	50	United States	\$ 9,798.00
VisioProforOfF365G ShrdSvr ALNG Subsvl MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	60	United States	\$ 6,112.80
Core Products - Total Year 3 (FY16-17) \$ 3,202,185.60									
Future Pricing of Other Defined Products - Usage Estimated in 2014									
Enterprise Online Services									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Step-Ups - Enterprise Online Services									
Office365PlanG3 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U7S-00016	Adjustable		Monthly	12	\$ 7.70	1	United States	\$ 92.40
Office365PlanG4 ShrdSvr ALNG SU MVL Office365PlanG1 PerUsr	U9S-00017	Adjustable		Monthly	12	\$ 9.10	1	United States	\$ 109.20
Office365PlanG4 ShrdSvr ALNG SU MVL Office365PlanG3 PerUsr	U9S-00019	Adjustable		Monthly	12	\$ 1.40	1	United States	\$ 16.80
Future Monthly - Enterprise Online Services									
Office365PlanG1 ShrdSvr ALNG Subsvl MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$ 4.20	1	United States	\$ 50.40
Office365PlanG3 ShrdSvr ALNG Subsvl MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	1	United States	\$ 142.80
Office365PlanG4 ShrdSvr ALNG Subsvl MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$ 13.30	1	United States	\$ 159.60
Additional Online Products									
Online Services									
ExchOnlnPin2G ShrdSvr ALNG Subsvl MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$ 5.34	100	United States	\$ 6,408.00
ProjProforOfF365G ShrdSvr ALNG Subsvl MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	1	United States	\$ 195.96
VisioProforOfF365G ShrdSvr ALNG Subsvl MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	1	United States	\$ 101.88
Office265PlanK1G ShrdSvr ALNG Subsvl MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	1	United States	\$ 27.36
ExchOnlnArchExchOnlIng ShrdSvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	1	United States	\$ 16.80

Attachment B - Office 365 Price Sheet

Future Pricing of Other Undefined Products - Usage Estimated in 2014									
Product Description	Part Number	Usage Indicator	Price Level D	Unit of Measure	Unit Quantity	Price Level D Minus (Prosposed Percentage)	License Quantity	Usage Country	Extended
Other Products not included in Attachment B - Office 365 Price Sheet	To Be Determined	Adjustable	\$ 100.00	Monthly	12	7.00%	1	United States	\$ 1,116.00
Total Estimated Cost of Future Purchases of Other Defined or Undefined Products - Estimated in 2014 \$ 8,437.20									
Total Estimated Spend for Years 1 through Year 3 (Estimated in 2014) \$ 9,574,455.00									

Part II - Additional Usage Estimated in Oct 2016

Additional Usage in Year 2 (FY15-16) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
ExchOnlnArchExchOnlnng Shrdsvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	18300	United States	\$ 307,440.00
Office365Plang3 Sharsvr ALNG Subsvl MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$ 11.90	424	United States	\$ 60,547.20
Additional Product									
ProjProforOff365G Shrdsvr ALNG Subsvl MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	18	United States	\$ 3,527.28
VisioProforOff365G Shrdsvr ALNG Subsvl MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	72	United States	\$ 7,335.36
Total Additional Usage of Core O365 Products in Year 2									\$ 378,849.84
Additional Usage in Year 3 (FY16-17) - Core O365 Products									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
ExchOnlnArchExchOnlnng Shrdsvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$ 1.40	25456	United States	\$ 427,660.80
Additional Product									
Office265Plank1G Shrdsvr ALNG Subsvl MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$ 2.28	1550	United States	\$ 42,408.00
ProjProforOff365G Shrdsvr ALNG Subsvl MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$ 16.33	18	United States	\$ 3,527.28
VisioProforOff365G Shrdsvr ALNG Subsvl MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$ 8.49	72	United States	\$ 7,335.36
Total Additional Usage of Core O365 Products in Year 3									\$ 480,931.44

Attachment B - Office 365 Price Sheet

Additional Usage in Years 1 through 3 (FY14-17) - Step-Up Cost									
Enterprise Online Services									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended
Step-Ups - Enterprise Online Services									
Office365Plang3 ShrdSvr ALNG SU MVL Office365Plang1 PerUsr	U75-00016	Adjustable		Monthly	24	\$ 7.70	11898	United States	\$ 2,198,750.40

Additional Usage for Years 1 through 3 (FY14-17) - Other Products not yet Defined on the Original Price Sheet									
Product Description	Part Number	Usage Indicator	Price Level D	Unit of Measure	Unit Quantity	Price Level D Minus (Prosposed Percentage)	License Quantity	Usage Country	Extended
WinsvrDataCr ALNG SASU MVL WinsvrStd 2Proc	P71-07281	Adjustable	\$ 456.61	Monthly	24	7.00%	60	United States	\$ 611,493.33
SQLSvrEntCore ALNG LicSAPK MVL 2Lic CoreLic	71Q-00341	Adjustable	\$ 427.28	Monthly	24	7.00%	20	United States	\$ 190,739.97
O365GovE3 ShrdSvr ALNG SU MVL O365GovE1 PerUsr	AAA-11919	Adjustable	\$ 4.01	Monthly	12	7.00%	1000	United States	\$ 44,769.55
AzureMonetaryCommit ShrdSvr ALNG SubsvL MVL Commit	6QK-00001	Adjustable	\$ 1,284.00	Monthly	12	7.00%	30	United States	\$ 429,883.20

Total Additional Usage of Other Products in Years 1 through 3 \$ 3,475,636.45									
Usage of Core O365 Products plus Other Products in Years 1 through 3 - Estimated in Oct 2016 \$ 4,335,417.73									
Total New Estimated Spend for Years 1 through 3 under the Existing O365 Agreement \$ 13,909,872.73									

ASSIGNMENT AND NOVATION AGREEMENT

THIS ASSIGNMENT AND NOVATION AGREEMENT (this "Assignment") is made as of April 18, 2016, in San Francisco, California, by and between En Pointe Technologies Sales, Inc. ("Assignor") and En Pointe Technologies Sales, LLC ("Assignee"), and the City and County of San Francisco, a municipal corporation (the "City").

RECITALS

WHEREAS, Assignor is a party to the Agreement (as defined below); and

WHEREAS, Assignor desires to assign the Agreement, and Assignee desires to assume the Agreement, each on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Definitions.** The following definitions shall apply to this Assignment:

(a) **Agreement.** The term "Agreement" shall mean the June 25, 2014, Microsoft Online 365 Agreement between En Pointe Technologies Sales, Inc. and City and County of San Francisco, a municipal corporation ("City"). The term "Agreement" shall include any amendments or modifications set forth in Appendix A, attached hereto and made a part hereof.

(b) **Effective Date.** "Effective Date" shall mean the date of this Assignment.

(c) **Other Terms.** Terms used and not defined in this Assignment shall have the meanings assigned to such terms in the Agreement.

2. **The parties agree to the following facts:**

(a) The City, by and through the Office of Contract Administration, has entered into the Agreement with Assignor as defined above and attached as Appendix A and incorporated in this Assignment by reference.

(b) As of April 1, 2015, the Assignor has transferred to the Assignee substantially all the assets of the Assignor by virtue of an Asset Purchase Agreement between the Assignor and Assignee.

(c) The Assignee has acquired substantially all the assets of the Assignor by virtue of the above transfer, which includes the Agreement.

(d) The Assignee has assumed all obligations and liabilities of the Assignor under the Agreement by virtue of the above transfer.

(e) The Assignee is in a position to fully perform all obligations that may exist under the Agreement.

(f) It is consistent with the City's interest to recognize the Assignee as the successor party to the Agreement.

(g) Evidence of the above transfer has been filed with the City. They are included in Appendix B.

3. In consideration of these facts, the parties agree that by this Assignment:

(a) The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement.

(b) The Assignee agrees to be bound by and to perform the Agreement in accordance with the conditions contained in the Agreement. The Assignee also assumes all obligations and liabilities of, and all claims against, the Assignor under the Agreement as if the Assignee were the original party to the Agreement.

(c) The Assignee ratifies all previous actions taken by the Assignor with respect to the Agreement, with the same force and effect as if the action has been taken by the Assignee.

(d) The City recognizes the Assignee as the Assignor's successor in interest in and to the Agreement. The Assignee by this Assignment becomes entitled to all rights, titles, and interests of the Assignor in and to the Agreement as if the Assignee were the original party to the Agreement. Following the Effective Date of this Assignment, the term "Contractor," as used in the Agreement, shall refer to the Assignee.

(e) Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.

(f) All payments and reimbursements previously made by City to the Assignor, and all other previous actions taken by City under the Agreement, shall be considered to have discharged those parts of City's obligations under the Agreement. All payments and reimbursements made by City after the date of this Assignment in the name of or to the Assignor shall have the same force and effect as if made to the Assignee, and shall constitute a complete discharge of City's obligations under the Agreement, to the extent of the amounts paid or reimbursed.

(g) The Assignor and the Assignee agree that City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Assignment, other than those that City in the absence of this transfer or Assignment would have been obligated to pay or reimburse under the terms of the Agreement.

(h) The Assignor guarantees payment of all liabilities and the performance of all obligations that the Assignee:

(1) Assumes under this Assignment; or

(2) May undertake in the future should this Agreement be modified under their terms and conditions. The Assignor waives notice of, and consents to, any such future modifications.

(i) The Agreement shall remain in full force and effect, except as modified by this Assignment. Each party has executed this Assignment as of the day and year first above written.

4. **Governing Law.** This Assignment shall be governed by the laws of the State of California, without regard to its conflict of laws principles.
5. **Headings.** All section headings and captions contained in this Assignment are for reference only and shall not be considered in construing this Assignment.
6. **Entire Agreement.** This Assignment sets forth the entire agreement between Assignor and Assignee relating to the Agreement and supersedes all other oral or written provisions.
7. **Further Assurances.** From and after the date of this Assignment, Assignor and Assignee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Assignment or as may be required by City.
8. **Insurance Certificates.** For this Assignment and Novation to be effective, Assignee shall provide to City insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.
9. **Severability.** Should the application of any provision of this Assignment to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Assignment shall not be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of Assignor, Assignee and City.
10. **Successors; Third-Party Beneficiaries.** Subject to the terms of the Agreement, this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Assignment, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein.
11. **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Assignment or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below). All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Assignor, Assignee or City may designate a new address for purposes of this Section by notice to the other signatories to this Assignment.

If to Assignor:

En Pointe Technologies Sales, Inc,
Attn: Javed Latif
18701 S. Figueroa Street, Suite 300
Gardena, CA 90248-4506
424-331-1200
Jlatif:clinclotid.com

If to Assignee:

En Pointe Technologies Sales, LLC
ATTN: Dr. Shahzad Munawwar (COO & SVP)
1940 E. Mariposa Avenue
El Segundo, CA 90245
310-337-5252
SMunawwar(aenpointe.com)

PURCHASING DEPARTMENT
16 SEP 30 PM 3:12
RECEIVED

If to City:

Contracting Administrator
Department of Technology
One South Van Ness, Second Floor
San Francisco, CA 94103

12. **Consent of City.** Each of Assignor and Assignee acknowledges that the prior written consent of City to this Assignment is required under the terms of the Agreement. City shall be a third party beneficiary of this Assignment and shall have the right to enforce this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have each duly executed this Assignment as of the date first referenced above.

ASSIGNOR

ASSIGNEE

En Pointe Technologies Sales, Inc.
City Vendor Number: 58893

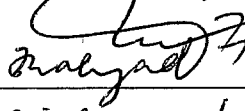
En Pointe Technologies Sales, LLC.
City Vendor Number: 99606

By



Title Controller

By




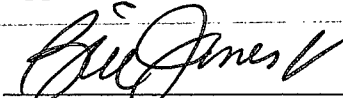
Title Chief operating officer

Subject to Section 12 of this Assignment, City hereby consents to the assignment and novation described in Sections 2 and 3 of this Assignment.

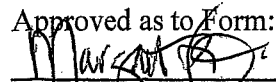
CITY

Recommended by:

Approved:


Miguel A. Camacho Jr., CPA
City Chief Information Officer
Executive Director
Department of Technology
Jaci Fong
Director of the Office of Contract
Office of Contract Administration

Approved as to Form:


Margarita Gutierrez, Deputy City Attorney
Assignment and Novation

Dennis J. Herrera
City Attorney

By _____
Margarita Gutierrez
Deputy City Attorney

Appendix A: Microsoft Online 365 Agreement
Appendix B: Sale Documents

APPENDIX A

Agreement

Agreement, dated July 25, 2014

APPENDIX B

Merger Documents

Certificate of Formation PCM Sales Acquisition LLC, March 6, 2015
State of Delaware Waiver of Requirement, March 6, 2015
Asset Purchase Agreement, March 12, 2015

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

**MICROSOFT ONLINE 365 AGREEMENT
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND EN POINTE
TECHNOLOGIES SALES, INC.**

This agreement (the "Agreement") is made this 25th day of June, 2014, in the City and County of San Francisco, State of California, by and between: En Pointe Technologies Sales, Inc. 1 California Street, Ste. 2800, San Francisco, CA 94111, hereinafter referred to as "Contractor," and the City and County of San Francisco, a municipal corporation, hereinafter referred to as "City," acting by and through its Director of the Office of Contract Administration, hereinafter referred to as "Purchasing."

Recitals

WHEREAS, the Department of Technology acting by and through the Department of Technology wishes to procure Microsoft Enterprise Products from Contractor; and,

WHEREAS, Contractor represents and warrants that it is qualified to provide such online services as required by City as set forth under this Agreement.

Now, THEREFORE, the parties agree as follows:

1. Definitions. Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Acceptance Notice from the City to Contractor that the Licensed Software meets the specifications contained in the Documentation. City's Acceptance of the Licensed Software shall be governed by the procedures set forth in Section 6.

Agreement This document and any attached appendices and exhibits, including any future written and executed amendments.

**Authorization;
Authorization document** This Agreement and all appendices, a Blanket Purchase Order, Contract Order, or Purchase Order of the City, properly executed by the Department of Technology and Purchasing, and certified by the Controller for the specific funding of this Agreement or any modification thereof.

Deliverable	Means (a) the output from, or the results of, the Hosting Application based upon input from City and/or End Users, and (b) any enhancements, configuration, work product or other deliverable produced by Contractor pursuant to the Services provided hereunder as further described in Appendix A
Documentation	The technical publications relating to the use of the Licensed Software, such as reference, installation, administrative and programmer manuals, provided by Contractor to City attached hereto as Appendix A.
Licensed software	One or more of the proprietary computer software programs identified in the Authorization Document, all related materials, Documentation, all corrections, patches or updates thereto, and other written information received by City from Contractor, whether in machine-readable or printed form. The Authorization Document may identify more than one software product or more than one copy of any product.
SaaS Application	The computer program resident on Contractor's servers located at Contractor's Host Provider Facilities that provides the Services described in Appendices A and C, and that may be accessed by End Users through the Internet.
Specifications	The functional and operational characteristics of the Licensed Software as described in Contractor's current published product descriptions and technical manuals attached hereto or referenced in Appendix A.

Whenever the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood as the direction, requirement, or permission of the Department of Technology [DT]. The words "sufficient," "necessary," or "proper," and the like, mean sufficient, necessary or proper in the judgment of the DT, unless otherwise indicated by the context.

2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions

are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration of this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3. Term of the Agreement. Subject to Section 1, the license granted under this Agreement shall be from June 1, 2014 to May 31, 2017, except that the City in its sole discretion may extend the agreement for two additional years.

4. Effective Date of the Agreement. This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

5. License

a. Grant of License. Subject to the terms and conditions of this Agreement, Contractor grants City an Enterprise License in accordance with Appendix A. City acknowledges and agrees that the Licensed Software is the proprietary information of Contractor and that this Agreement grants City no title or right of ownership in the Licensed Software.

b. License Grant. Subject to the payment of the fees described herein, Contractor hereby grants to City and End Users, a non-exclusive, worldwide license to use, display, and execute the SaaS Application and City Software during the Term and any renewals thereof, if any.

c. Click-Wrap Disclaimer. No 'click to accept' agreement that may be required for the End Users access to the SaaS Application or Contractor's Website and no 'terms of use' or 'privacy policy' referenced therein or conditioned for use of the SaaS Application or Contractor's Website shall apply. Only the provisions of this Agreement shall apply to End Users for access thereto and use thereof. The Parties acknowledge that each End User may be required to click "Accept" as a condition of access to the City's Website, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use and Privacy Policy) referenced therein shall be null and void for each such End User.

d. SaaS Application Title. City acknowledges that title to each SaaS Application shall at all times remain with Contractor, and that City has no rights in the SaaS Application except those expressly granted by this Agreement. City agrees not to remove or destroy any proprietary markings or proprietary legends placed upon or contained within any SaaS Application or any related materials or Documentation by Contractor.

e. Source Code. Provided City is current on its payments, Contractor agrees to provide City with a current copy of the Contractor's most recent source code version for the Licensed Application (Support Source Code), in the event that (a) Contractor is liquidated or dissolved, provided such liquidation or dissolution is not in connection with the sale of all or substantially all of the related software assets or stock of Contractor to a successor entity in a merger or acquisition, or (b) Contractor generally discontinues support for a particular Licensed Application product currently supported and licensed to City under this SaaS Agreement, and City is paid current on applicable annual fees, provided such SaaS Product is not continued by another entity or a replacement product which substantially performs the same function is not available from Contractor.

f. **Authorized APIs.** City shall also be permitted to access and use Contractor's Application Program Interfaces (API's) and develop and modify macros and user interfaces. For purposes of this Agreement, such development shall be deemed an authorized modification. Any such macros or user interfaces developed by the City shall become the property of the City.

6. **Acceptance Testing.** After Contractor has installed the Licensed Software, the City shall have a period of 30 days ("Acceptance Testing Period") from the date of installation to verify that the Licensed software substantially performs to the specifications contained in the Documentation. In the event that the City determines that the Licensed Software does not meet such specifications, the City shall notify the Contractor in writing, and Contractor shall modify or correct the Licensed Software so that it satisfies the Acceptance criteria. The date of Acceptance will be that date upon which City provides Contractor with written notice of satisfactory completion of Acceptance testing. If City notifies Contractor after the Acceptance Testing Period that the Licensed Software does not meet the Acceptance criteria of this section, then City shall be entitled to terminate this License in accordance with the procedures specified in Section 30(b) herein, and shall be entitled to a full refund of the license fee.

7. **Omitted by agreement of the parties.**

8. **Contractor's Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to City, this Contract may be terminated by City upon ten days written notice. Such termination does not waive any other legal remedies available to City.

9. **Maintenance and Support**

a. **Maintenance and Support Services.** After Acceptance of the Licensed Software and subject to the terms, conditions, and charges set forth in this Section, Contractor will provide City with maintenance and support services for the Licensed Software as follows: (i) Contractor will provide such assistance as necessary to cause the Licensed Software to perform in accordance with the Specifications as set forth in the Documentation; (ii) Contractor will provide, for City's use, whatever improvements, enhancements, extensions and other changes to the Licensed Software Contractor may develop, and (iii) Contractor will update the Licensed Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Contractor's other Licensees.

b. **Changes in Operating System.** If City desires to obtain a version of the Licensed Software that operates under an operating system not specified in the Authorization Document, Contractor will provide City with the appropriate version of the Licensed Software, if available, on a 90-day trial basis without additional charge, provided City has paid all maintenance and support charges then due. At the end of the 90-day trial period, City must elect one of the following three options: (i) City may retain and continue the old version of the Licensed Software, return the new version to Contractor and continue to pay the applicable rental or license fee and maintenance charges for the old version; (ii) City may retain and use the new version of the Licensed Software and return the old version to Contractor, provided City pays Contractor the applicable rental or license fee and maintenance charges for the new version of the Licensed Software; or (iii) City may retain and use both versions of the Products, provided City pays Contractor the applicable rental or license fee and maintenance charges for both

versions of the Licensed Software. City will promptly issue the necessary Authorization Document(s) to accomplish the above.

c. Charges-Limited Term License. All charges for maintenance and support are included in the fees referenced in Appendix B.

d. Charges for Subsequent Years. City written notice of such increase at least thirty (30) days prior to the expiration of the applicable maintenance period. Annual maintenance and support charges may increase dependent on the number of users subject to the provisions in Section 13. An increase in the Guaranteed Maximum Amount of the Agreement will require an amendment executed and approved in the same manner as this Agreement. Contractor will make maintenance and support services available to City for a minimum of 3 years.

e. Warranties: Right to Grant License. Contractor hereby warrants that it has title to and/or the authority to grant a license of the Licensed Software to the City.

10. Warranties: Conformity to Specifications. Contractor warrants that when the Licensed Software specified in the Authorization Document and all updates and improvements to the Licensed Software are delivered to City, they will be free from defects as to design, material, and workmanship and will perform on the Designated CPU in accordance with the Contractor's published specifications for the Licensed Software for a period of [insert number] days from City's Acceptance of such Licensed Software.

11. Infringement Indemnification. If notified promptly in writing of any judicial action brought against City based on an allegation that City's use of the Licensed Software infringes a patent, copyright, or any right of a third party or constitutes misuse or misappropriation of a trade secret or any other right in intellectual property (Infringement), Contractor will hold City harmless and defend such action at its own expense. Contractor will pay the costs and damages awarded in any such action or the cost of settling such action, provided that Contractor shall have sole control of the defense of any such action and all negotiations or its settlement or compromise. If notified promptly in writing of any informal claim (other than a judicial action) brought against City based on an allegation that City's use of the Licensed Software constitutes Infringement, Contractor will pay the costs associated with resolving such claim and will pay the settlement amount (if any), provided that Contractor shall have sole control of the resolution of any such claim and all negotiations for its settlement.

In the event a final injunction is obtained against City's use of the Licensed Software by reason of Infringement, or in Contractor's opinion City's use of the Licensed Software is likely to become the subject of Infringement, Contractor may at its option and expense: (a) procure for City the right to continue to use the Licensed Software as contemplated hereunder, (b) replace the Licensed Software with a non-infringing, functionally equivalent substitute Licensed Software, or (c) suitably modify the Licensed Software to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of the Licensed Software. If none of these options is reasonably available to Contractor, then the applicable Authorization Document or relevant part of such Authorization Document may be terminated at the option of either party hereto and Contractor shall refund to City all amounts paid under this Agreement for the license of such infringing Licensed Software. Any unauthorized modification or attempted modification of the Licensed Software by City or any failure by City to implement any improvements or updates to the Licensed Software, as supplied by Contractor, shall void this indemnity unless City has obtained prior written authorization from Contractor permitting such

modification, attempted modification or failure to implement. Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

12. Payment. Compensation shall be due and payable within 45 days of the date of invoice. In no event shall the amount of this Agreement exceed Nine Million, Five-Hundred and Seventy Four Thousand, Four Hundred and Fifty-Five Dollars and no cents [\$9,574,455]. The breakdown of costs associated with this Agreement is provided for in Appendix B. No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until Licensed Software and services required under this Agreement are received from Contractor and approved by DT as being in accordance with this Agreement.

In no event shall City be liable for interest or late charges for any late payments.

13. Guaranteed Maximum Costs. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City and County of San Francisco. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

14. Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the address specified in the section entitled "Notices to the Parties."

15. Submitting False Claims; Monetary Penalties. Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. The text of Section 21.35, along with the entire San Francisco Administrative Code is available on the web at <http://www.municode.com/Library/clientCodePage.aspx?clientID=4201>. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City if the

contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

16. Taxes. Payment of any taxes, including possessory interest taxes, and California sales and use taxes, levied upon this Agreement, the transaction, or the services delivered pursuant hereto, shall be the obligation of Contractor.

17. Payment Does Not Imply Acceptance of Work. The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, the Licensed Software, although the unsatisfactory character of such work, or Licensed Software may not have been apparent or detected at the time such payment was made. Software, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay.

18. Qualified Personnel. Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor.

19. Responsibility for Equipment. City shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City. The acceptance or use of such equipment by Contractor or any of its employees means that Contractor accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless City from and against any and all claims for any damage or injury of any type arising from the use, misuse or failure of such equipment, whether such damage be to Contractor, its employees, City employees or third parties, or to property belonging to any of the above.

20. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor. Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between

City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses. Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in City's financial liability so that City's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

21. Insurance

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

j. (Reserved)

22. Indemnification and General Liability. Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City and in not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City. In addition to Contractor's obligation to indemnify

City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

23. Incidental and Consequential Damages. Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver of limitation of any rights which City may have under applicable law.

24. Liability of City. CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 14 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

25. Nondisclosure. City agrees that it shall treat the Licensed Software with the same degree of care as it treats like information of its own, which it does not wish to disclose to the public, from the date the Licensed Software is Accepted by the City until the license is terminated as provided herein. The obligations of the City set forth above, however, shall not apply to the Licensed Software, or any portion thereof, which:

- a. is now or hereafter becomes publicly known;
- b. is disclosed to the City by a third party which the City has no reason to believe is not legally entitled to disclose such information;
- c. is known to the City prior to its receipt of the Licensed Software;
- d. is subsequently developed by the City independently of any disclosures made hereunder by Contractor;
- e. is disclosed with Contractor's prior written consent;
- f. is disclosed by Contractor to a third party without similar restrictions.

26. Proprietary or Confidential Information of City. Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in the performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent Contractor would use to protect its own proprietary data.

27. Protection of Private Information. Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information,"

and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

28. Termination

a. Basis for Termination by Contractor. Contractor shall have the right to terminate this Agreement if City is delinquent in making payments of any sum due under this Agreement and continues to be delinquent for a period of ninety days after the last day payment is due; provided, however, that written notice is given to City by Contractor of the expiration date of the ninety-day delinquency period at least ten days prior to the expiration date or, to terminate this Agreement if City commits any other breach of this Agreement and fails to remedy such breach within thirty days after receipt of written notice by Contractor of such breach.

b. Basis for Termination by City. City shall have the right, without further obligation or liability to Contractor (except as specified in Sections 29 (Protection of Private Information) and 30(c) (Disposition of Licensed Software on Termination) hereof): (i) to immediately terminate this Agreement or the applicable Authorization Document if Contractor commits any breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by City of such breach, in which event, Contractor shall reimburse City in the same manner as for the removal of the Licensed Software due to infringement under Section 13; or (ii) to terminate this Agreement or the applicable Authorization Document upon ninety (90) days prior written notice for any reason if the license granted hereunder is for any term other than perpetual. In the event the license granted is perpetual, termination of this Agreement or the applicable Authorization Document by City shall be effective upon receipt by Contractor of written notice of said termination.

c. Disposition of Licensed Software on Termination. Upon the expiration or termination of this Agreement or an applicable Authorization Document for any reason other than as provided for in Section 5(a) (Grant of License), City shall immediately: (i) return the Licensed Software to Contractor together with all Documentation; (ii) purge all copies of the Licensed Software or any portion thereof from all CPU's and from any computer storage medium or device on which City has placed or permitted others to place the Licensed Software; and (iii) give Contractor written certification that through its best efforts and to the best of its knowledge, City has complied with all of its obligations under Section 30(c).

d. Survival. This section and the following sections of this Agreement shall survive termination or expiration of this Agreement:

11. Infringement Indemnification.	25. Nondisclosure.
15. Submitting False Claims; Monetary Penalties.	26. Proprietary or Confidential Information of City
16. Taxes	27. Protection of Private Information.
17. Payment Does Not Imply Acceptance of Work.	37. Non-Waiver of Rights.
19. Responsibility for Equipment	38. Modification of Agreement

20	Independent Contractor; Payment of Taxes and Other Expenses	39	Administrative Remedy for Agreement Interpretation
21	Insurance	40	Agreement Made in California; Venue.
22	Indemnification and General Liability.	41	Construction
23	Incidental and Consequential Damages.	42	Entire Agreement
24	Liability of City.		

29. Notice to the Parties. Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Kendall Warrington
Contract Administration
Department of Technology
One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103
Email: Kendall.Warrington@sfgov.org

To Contractor: En Pointe Technologies
1 California Street, Ste. 2800
San Francisco, CA 94111

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail.

30. Bankruptcy. In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this Agreement shall terminate and be of no further force and effect.

31. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

32. Assignment. The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by City by written instrument executed and approved in the same manner as this Agreement.

33. Compliance with Americans with Disabilities Act. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this

Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

34. Sunshine Ordinance. In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors' bids, responses to requests for proposals and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

35. Limitations on Contributions. Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide to City the names of each person, entity or committee described above.

36. Conflict of Interest. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Agreement.

37. Non-Waiver of Rights. The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to

which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

38. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

39. Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

40. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

41. Construction. All paragraph captions are for reference only and shall not be considered in construing this Agreement.

42. Entire Agreement. This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision.

43. Compliance with Laws. Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws.

44. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti. Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable

requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute a material breach of this Agreement.

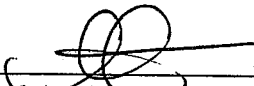
45. Food Service Waste Reduction Requirements. Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

46. Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

Recommended by:

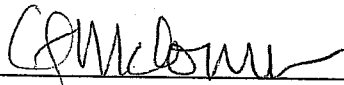

Miguel A. Gamiño Jr., CPA *Actual CIO*
COO, Deputy CIO/Director and Chief of Staff

Approved as to Form:

Dennis J. Herrera
City Attorney

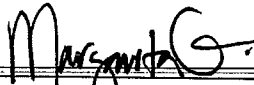
CONTRACTOR

En Pointe

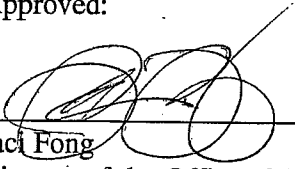

Charles J. McConnell
Sales Manager – Northern California, Sales
En Pointe Technologies Sales, Inc.
1 California Street, Ste. 2800, San Francisco, CA 94111

City vendor number: 58893

By:


Margarita Gutierrez
Deputy City Attorney

Approved:


Jack Fong
Director of the Office of Contract Administration, and Purchaser

Appendices

- A: Custom Enterprise Enrollment CFX – City and County of San Francisco Master Enrollment
Microsoft Volume Licensing State and Local Enterprise Agreement
Volume Licensing Product List June 1, 2014
Microsoft Online Services Use Rights Worldwide English April 2014
B: Online Services Products Price List

Appendix A
Services to be provided by Contractor

Custom Enterprise Enrollment CTX – City and County of San Francisco Master Enrollment
Microsoft Volume Licensing State and Local Enterprise Agreement
Volume Licensing Product List June 1, 2014
Microsoft Product Use Rights Worldwide English April 2014

Custom Enterprise Enrollment CTX

City and County of San Francisco Master Enrollment

Enrollment number
Microsoft to
complete

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Amendment ID

CTX-

Proposal ID

ID Number
Microsoft to complete

This "Master Enterprise Enrollment," (which is a customized form of Microsoft Enterprise Enrollment, as defined and used below) is entered into between the entities as identified on the signature page as of the effective date. Enrolled Affiliate represents and warrants it is an Affiliate of the Customer that entered into Enterprise Agreement number **01E73134**.

Introduction

With its initial order hereunder, Enrolled Affiliate intends to purchase both (a) Office 365 Services for use by multiple City and County of San Francisco entities ("Agencies," as defined below); and (b) other products for Enrolled Affiliate's own use.

Additionally, in order to establish an agreement framework for the benefit of the entire City and County of San Francisco, Enrolled Affiliate and Microsoft have negotiated certain terms and conditions herein that will apply separately to Agencies that submit their own Enrollments ("Agency Enrollments," as defined below), each of which will be coterminous with this Master Enrollment in accordance with the terms and conditions of this Master Enrollment.

This Master Enrollment contains:

- (a) Introduction (page 1)
- (b) Master Enrollment Terms and Conditions (pages 1-26), which contains its own table of contents. This section includes defined terms. As set forth below, these are in some cases applicable separately to this Master Enrollment or Agency Enrollments, and in other cases applicable to both Master and Agency Enrollments.
- (c) The Signature Form (pages 27-28)
- (d) Appendix A (pages 29-45), which contains its own Table of Contents, and amends the terms and conditions of the Enterprise Enrollment solely for purposes of (i) this Master Enrollment, and (ii) each Agency Enrollment (subject to the Enrollment Terms and Conditions).
- (e) Appendix B (pages 46-47), which is the Product Selection Form applicable solely to this Master Enrollment. Note that Agency Enrollments have their own Product Selection Form.
- (f) Appendix C (pages 48-55), which is the Service Level Agreement applicable to Office 365 Services, Dynamics CRM Online Services, and certain other Online Services (but not Microsoft Azure branded Online Services) during the initial term.
- (g) Appendix D (pages 56-60), which is the Service Level Agreement applicable to Windows Azure Cloud Services, Virtual Machines, and Virtual Network during the initial term.
- (h) Appendix E (page 61-74), which is the form of the Agency Enrollment.
- (i) Appendix F (page 75-77), which is an explanation of the structure of the Agreement, not intended to establish or modify terms and conditions.

Master Enrollment Terms and Conditions

This Master Enrollment consists of: (1) these terms and conditions, including but not limited to all Appendices below (except Appendix F), such as the Product Selection Form shown in Appendix B, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Master Enrollment. **This Master Enrollment is hereby entered into under Enterprise Agreement 01E73134 (hereafter, the "Enterprise Agreement").**

All terms used but not defined in the documents are located at <http://www.microsoft.com/licensing/contracts>, or a successor site. Also at the foregoing site, Enrolled

Affiliate may find the Product Use Rights, Product List, updated Service Level Agreements, and other documents which Microsoft may, from time to time, add to the site.

These Master Enrollment Terms and Conditions contain:

- (a) Incorporation of Enterprise Agreement (page 1)
- (b) Order of Precedence (page 2)
- (c) Effective Date (page 2)
- (d) Term (page 3)
- (e) Section 1, Definitions (pages 3-6)
- (f) Section 2, Order Requirements (pages 6-9)
 - a. Section 2a, Product order (page 6)
 - b. Section 2b, Minimum order requirements (page 6)
 - c. Section 2c, Additional products (page 6)
 - d. ~~Section 2d, Product Use Rights for Enterprise Products (page 6)~~
 - e. Section 2e, Country of usage (page 6)
 - f. Section 2f, Adding products (page 6)
 - g. Section 2g, True-up requirements (page 7)
 - h. Section 2h, Step-up Licenses (page 8)
 - i. Section 2i, Clerical errors (page 8)
 - j. Section 2j, Publicity (Page 8)
- (g) Section 3, Pricing (page 8)
 - a. Section 3a, Price levels (page 8)
 - b. Section 3b, Setting prices (page 8)
 - c. Section 3c, Master True-Up price list (page 9)
- (h) Section 4, Payment terms (page 9)
- (i) Section 5, Profiles, and scope of Enterprise for Lead Enrollment and Agency Enrollments (pages 9-11)
- (j) Section 6, Transitions (pages 11-12)
 - a. Section 6a, Applicability of Section 6 to Master Enrollment vs. Agency Enrollments (page 11)
 - b. Section 6b, Transition requirements (pages 11-12)
 - c. Section 6c, Effect of Transition on Licenses (page 12)
- (k) Section 7, End of Master Enrollment term and termination (pages 12-13)
 - a. Section 7a, General (page 12)
 - b. Section 7b, Renewal option (page 12)
 - c. Section 7c, If Enrolled Affiliate elects not to renew (pages 12-13)
 - d. Section 7d, Termination for cause (page 13)
 - e. Section 7e, Early termination (page 13)
- (l) Section 8, Business Associate Agreement for HIPAA (BAA) (pages 13-17)
- (m) Section 9, Microsoft Online Criminal Justice information Services (CJIS) terms and conditions (page 17-21)
- (n) Section 10, Office 365 Government Community Cloud (GCC) Terms and Conditions (pages 21-22)
- (o) Section 11, Invoice to Reseller for quoted price (page 22)
- (p) Section 12, Additional rights to Yammer Enterprise (pages 23-24)
- (q) Section 13, Initial Order for Office 365 Services (page 24)
- (r) Master Enrollment Details
 - a. Section 1, Contact information (pages 25-26)
 - b. Section 2, Financing elections (page 26)

Order of Precedence. In the case of a conflict between any documents referenced in this agreement that is not expressly resolved in the documents, their terms will control in the following order: (1) these terms and conditions, including but not limited to all Appendices except Appendix F; (2) the Enterprise Agreement; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under both this Master Enrollment and Agency Enrollments (if any) for which Enrolled Affiliate is the Responsible Affiliate pursuant to the terms and conditions of Section 5, below.

Effective date. The effective date of this Master Enrollment shall be June 1, 2014, notwithstanding the date it is executed by the parties. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Master Enrollment is in effect. If not executed by Enrolled Affiliate

and received by Microsoft with the reseller's initial purchase order on or before June 26, 2014, then this Master Enrollment shall become null and void.

Term. The initial term of this Master Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If this Master Enrollment is renewed by the City, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Master Enrollment to "day" will be a calendar day.

1. Definitions.

Terms used but not defined in this Master Enrollment will have the definition in the Enterprise Agreement. Additionally, all capitalized terms used in Section 8 ("Business Associate Agreement for HIPAA") but not defined in the Enterprise Agreement or this Master Enrollment shall have the definitions set forth in HIPAA. The following definitions are used in this Master Enrollment:

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

"Agency" means a government entity that is an agency, department, office, bureau, instrumentality, division, unit or other entity of the City and County of San Francisco.

"Agency Enrollment(s)" means the separate Microsoft Enterprise Enrollment(s), the customized form of which is shown in Appendix E, under which individual Enrolled Agencies will purchase Products. Certain section of this Master Enrollment (including but not limited to Section 5, below) establish terms and conditions applicable to Agency Enrollments.

"BAA-Covered Services" (as used in Section 8 of this Master Enrollment, "Business Associate Agreement for HIPAA"), means the following Microsoft Online Services, exclusively: Microsoft Dynamics CRM Online Services, Office 365 Services, Windows Azure Core Services, and/or Windows Intune.

"Breach Notification Rule" means the Breach Notification for Unsecured Protected Health Information Final Rule (HIPAA).

~~"Business Associate" shall have the same meaning as the term "business associate" in 45 CFR § 160.103 of HIPAA.~~

"City" means the City and County of San Francisco, which is the Enrolled Affiliate.

"CJIS-Covered Services" (as used in Section 9 of this Master Enrollment, "Microsoft Online Services Criminal Justice Information Services (CJIS) Terms and Conditions") means Exchange Online, SharePoint Online, Exchange Online Archiving, Exchange Online Protection, and Office Web Apps, only when purchased as part of Office 365 Government Plans (G1, G2, G3, G4, K1, K2) or as standalone Government Community Cloud plans. Without limitation, CJIS-Covered Services do not include Office 365 Professional Plus, Lync Online or other Office 365-branded or separately branded Online Services.

"Core Platform Services" means only the following features of Microsoft Azure branded Online Services: Cloud Services (web and worker roles), Virtual Machines, Storage (Blobs, Tables, Queues), and Networking (Traffic Manager and Virtual Network).

"Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR § 160.103 of HIPAA.

~~"CSA" (as used in Section 9 of this Master Enrollment, "Microsoft Online Services Criminal Justice Information Services (CJIS) Terms and Conditions") means the State of California, Department of Justice, or a successor agency as determined by the State of California, acting in its capacity as the CJIS Systems Agency for the State of California.~~

"Customer Data," means all data, including all text, sound, or image files that are provided to Microsoft by, or on behalf of, Enrolled Entity through Enrolled Entity's use of the Online Services. As between the parties, Enrolled Affiliate and applicable Enrolled Agencies retain all right, title and interest in and to their Customer Data. Microsoft acquires no rights in Customer Data, other than the rights Enrolled Affiliate and Enrolled Agencies grant to Microsoft to provide you the applicable Online Service. This does not apply to software or services Microsoft licenses to Enrolled Affiliate or Enrolled Agencies.

"Dynamics CRM Online Services" means Dynamics CRM Online services made available through this Master Enrollment or an Agency Enrollment, excluding Dynamics CRM for supported devices, which includes but is not limited to Dynamics CRM Online services for tablets and/or smartphones and any separately branded service made available with or connected to Dynamics CRM Online.

"End User" means an individual that accesses the Online Services. Note that when used in a Section or provision applicable to a specific subset of Online Services (e.g. to Office 365 Services or to CJIS-Covered Services), End User shall be interpreted to apply solely to an individual that access the subset to which the Section or provision refers.

"Enrolled Affiliate" means (collectively, and solely with regard to this Master Enrollment) the two Agencies (Department of Telecommunication and Information Services and Department of Public Health) that have executed this Master Enrollment and are, to the extent permitted by applicable law, jointly and severally liable and responsible for performing the obligations of Enrolled Affiliate described herein.

"Enrolled Agency" means, solely as it pertains to an Agency Enrollment, the Agency that signs such Agency Enrollment and thereby becomes liable and responsible for performing the customer obligations set forth in the Agency Enrollment. Note that the Agency Enrollment will refer to the enrolled Agency as "Enrolled Affiliate," notwithstanding the definition of that term above.

"Enrolled Entity" means the Enrolled Affiliate or Enrolled Agency into whose Master Enrollment or Agency Enrollment the terms and conditions of Appendix A (which includes terms defined in this Section 1) are incorporated.

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

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

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

"HIPAA" collectively means the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations, including the Privacy Rule, the Breach Notification Rule, and the Security Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health ("HITECH") Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule.

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

"L&SA" means a License with Software Assurance for any Product ordered.

"Managed OLS Environment" means the collection of Customer Data which is both (i) logically isolated from other Microsoft customers' (including but not limited to other Enrolled Entities') Customer Data in Microsoft's data centers; and (ii) associated with a unique MODRD. In the specific case of Office 365 Services, this is commonly referred to as a "Tenant."

"Master Enrollment" means this customized Microsoft Enterprise Enrollment, from which Enrolled Affiliate will purchase Products used by itself and other Agencies to which it sublicenses and for which it is responsible.

"Microsoft Azure branded Online Services" means any Online Service identified in the Product List as Windows Azure (or Microsoft Azure).

"Microsoft Azure Core Services" means, solely as it pertains to Section 8 (Business Associate Agreement for HIPAA) the following features of Microsoft Azure branded Online Services: Cloud Services (web and worker roles), Virtual Machines (including with SQL Server), Storage (Blobs, Tables, Queues), Virtual Network, Traffic Manager, Web Sites, BizTalk Services, Media Services, Mobile Services, Service Bus, Multi-Factor Authentication, Active Directory, Rights Management Service, SQL Database, and any other features identified as included on the Microsoft Azure Trust Center.

"MODRD" means a Microsoft Online Direct Routing Domain name, ending in the suffix ".onmicrosoft.com."

"Office 365 Services" means Office 365 Plans E1, G1, E2, G2, E3, G3, E4, G4, K1, K1-G, K2 and K2-G; Exchange Online Plans 1 and 1-G, Plans 2 and 2-G, Kiosk and Kiosk-G; SharePoint Online Plans 1, 1-G, 2 and 2-G; Office Web Apps Plans 1, 1-G, 2 and 2-G; and Lync Online branded services. Office 365 Services do not include Office 365 Professional Plus or any separately branded service made available with an Office 365-branded plan or suite.

"Office 365 for Government" means Microsoft's family of Office 365 Services that are offered as part of Office 365 Government Plans as described in this Amendment. When delivered as part of Office 365 for Government, Exchange Online, Lync Online, SharePoint Online, Exchange Online Archiving, and Office WebApps are provisioned in Microsoft's multi-tenant data centers for exclusive use by eligible US Federal, State, Local, and Tribal Government Customers only and offered in accordance with the "community cloud" definition as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft refers to this community cloud as the "Government Community Cloud." Other Online Services may be added to the Government Community Cloud as communicated by Microsoft. Other Office 365-branded or separately branded Online Services that may be made available as part of or in addition to Office 365 for Government are not included in the Government Community Cloud.

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

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information (HIPAA).

"Product" means all software, Online Services and other web-based services, including pre-release or beta versions, identified on the Product List.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies, which identifies the Products that are or may be made available under a program (which availability may vary by region) and any Product-specific conditions or limitations on the acquisition of licenses for, or use of, those Products.

"Product Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at <http://www.microsoft.com/licensing/contracts> or at a successor site. The Product Use Rights for Online Services are posted in a separate document, as of the Effective Date titled the "Online Services Use Rights," and all references herein to "Product Use Rights" shall, when applicable to Online Services, include such separate document.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103 of HIPAA, provided that it is limited to such protected health information that is received by Microsoft from, or created, received, maintained, or transmitted by Microsoft on behalf of, Customer.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Professional locally (in a physical or virtual operating system environment), OR (2) a

device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, OR (2) an Industry Device, OR (3) not managed (as defined in the Product List at the start of the applicable initial or renewal term of the Master Enrollment) as part of Enrolled Affiliate's Enterprise. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

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

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

"Security Rule" means the Security Standards for the Protection of Electronic Protected Health Information. (HIPAA)

"Service Level Agreement" means the document specifying the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

"Transition Period" means the time between the Transition and the next Master Enrollment or Agency Enrollment anniversary date for which the Transition is reported.

"Windows Intune Online Services" means the cloud service (Online Service) portion of Windows Intune such as the Windows Intune Add-on Product (Volume Licensing SKU number U7U-00007). It does not include any on-premises software made available with a Windows Intune subscription.

"Yammer Enterprise" means the multi-tenant service offering, Yammer Enterprise (Microsoft part number 7LU-00002), as described in the Product Use Rights.

2. Order requirements.

- a. **Product order.** The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. **The Reseller will provide Microsoft with the order separately from this Master Enrollment.**
- b. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
 - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services only, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- c. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services
- d. **Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Master Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- e. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

f. Adding Products.

- (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment (including a new Agency Enrollment, if desired) or as part of a renewal. New Enterprise Online Services may be added by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

g. True-up requirements.

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

- 1) For Subscription Licenses part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices Identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled. Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Master Enrollment anniversary date and effective as of such date.

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

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

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Master Enrollment anniversary date following the step-up.

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

j. Publicity. Neither Party shall issue any press release or other public announcement related to this Agreement, written or oral, without the prior written consent of the other party, except as required by law or a court order.

3. Pricing.

a. Price Levels. Except as otherwise established by the terms and conditions of this Master Enrollment, Enrolled Affiliate's and Enrolled Agencies' Price Level for all Products ordered under this Master Enrollment will be determined by the Enterprise Agreement identified above. As of the Effective Date of this Master Enrollment, the Price Level (in accordance with the terms and conditions of Amendment # CTX-CA-Fsilver-CORIV14 to the Enterprise Agreement) was Level D minus 7.5%, except for (i) Microsoft Azure branded Online Services which are Level D, and (ii) MCS and Premier professional

services (although such professional services shall not be purchased pursuant to this Master Enrollment).

As an exception to the foregoing, special reference prices have been provided to Enrolled Affiliate for Office 365 Services under this Enrollment which includes unique discounts from Level D (each greater than or equal to Level D minus 7.5%, as of the Effective Date).

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Master Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.
- c. **Master True Up price list.** Microsoft will provide the Reseller confidential net True Up prices applicable solely to those Products (collectively, "Initially-Ordered Products") for which Enrolled Affiliate and various Enrolled Agencies issued initial purchase orders under (i) this Master Enrollment and (ii) each applicable Agency Enrollments that was executed concurrent with this Master Enrollment in June, 2014. The Reseller's True-Up cost will in all cases be based upon the annual contract period during which the order was placed (or required to be placed, based upon date of usage). In all cases, an Enrolled Agency's actual prices and payment terms will be determined by separate agreement between Enrolled Agency and its Reseller.

The parties acknowledge that, during the term of this Master Enrollment, Microsoft may programmatically discontinue one or more Initially-Ordered Products. If this happens, it may be impossible to include the SKU for such discontinued product as an orderable SKU on any new Agency Enrollments submitted for execution after such discontinuation. In such case, to the extent that Microsoft may allow additional quantities of such discontinued product to be ordered by customers for the duration of the term(s) of Enrollments under which such product had been previously ordered, the Enrolled Affiliate may order such Initially-Ordered Products under this Master Enrollment on behalf of the Enrolled Agency that was unable to order the applicable SKU under its own Agency Enrollment.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Master Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Master Enrollment and on each Master Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **Profiles, and scope of Enterprise for Lead Enrollment and Agency Enrollments.**

For the purpose of both this Master Enrollment and all Agency Enrollments, only Agencies (and not other "Affiliates," as defined in the Enterprise Agreement) shall be entitled to use Licenses purchased under either of the foregoing types of Enrollments.

Solely as it pertains to this Master Enrollment, Enrolled Affiliate's "Enterprise" (as defined in the Enterprise Agreement) shall be divided into two groups ("Profiles"), as follows:

"Profile 1," for which the Enterprise shall consist solely of the Department of Telecommunication and Information Services ("DT"); and

"Profile 2, for which the Enterprise shall include any Agencies except DT to which Enrolled Affiliate sublicenses and for which Enrolled Affiliate is responsible.

Licenses for Profiles 1 and 2 will be ordered and invoiced under the Enrollment Number(s) assigned to the Master Enrollment. Notwithstanding anything to the contrary in the Enterprise Agreement or this Master Enrollment, Enrolled Affiliate shall purchase only Online Services (and no other Products) under Profile 2. Additional Profiles may be added later by amendment, if mutually agreed between Enrolled Affiliate and Microsoft. Enrolled Affiliate will maintain a list of all Agencies to which it sublicenses under Profile 2 and any subsequently-added Profiles, and will make such list available to Microsoft upon request.

Enrolled Affiliate is the licensee, and as such is solely responsible and liable, for all Licenses purchased under this Master Enrollment, including Licenses that Enrolled Affiliate sublicenses to other Agencies.

Notwithstanding anything to the contrary in the Enterprise Agreement, neither Enrolled Affiliate nor Enrolled Agencies may sublicense to any Affiliates other than Agencies, as defined above.

For each Agency Enrollment, the applicable Enrolled Agency will (1) establish its own Enterprise; and (2) be coterminous with this Master Enrollment. For clarity, all such Agency Enrollments shall expire on the same date and have the same June 1 payment anniversary each year during their terms.

As a condition of Microsoft's execution of this Master Enrollment, each of the following Agencies (the "Initial Enrolling Agencies") will separately execute an Agency Enrollment on or before June 26, 2014, and each such Agency Enrollment shall continue Software Assurance coverage from prior Enrollments which were originally scheduled to expire on the dates shown below. As an exception to the foregoing sentence, Software Assurance from the Enrollments shown below in the name of "City and County of San Francisco Department of Telecommunications and Information Services" shall be renewed by DT under Profile 1, hereunder.

Initial Enrolling Agencies

Original Enrollment Number	Agency Name	Expiration Date
5775823	CA CCSF Office of the Controller/EMERGE	9/30/2014
6035318	City & County of San Francisco Public Health	6/30/2018
5301733	City and County of San Francisco Department of Telecommunications and Information Services	6/30/2014
4694729	City and County of San Francisco Department of Telecommunications and Information Services	4/30/2014
8379226	City and County of San Francisco Dept of Human Resources	9/30/2014
7615408	City of San Francisco International Airport Information Technology and Telecommunications	6/30/2014
5733079	Housing Authority of CCSF	11/30/2016
5961930	Office of Community Investment and Infrastructure	6/30/2016
6361475	Port of San Francisco	5/31/2014
8445251	San Francisco Municipal Transportation Agency (SFMTA)	12/31/2014
8744960	San Francisco Public Utilities Commission	6/30/2015

For each Enrolling Agency, Microsoft has provided initial order pricing which takes into account prior payments for Software Assurance.

For any other Agencies wishing to submit Agency Enrollments after June, 2014, the Reseller's confidential net costs for the initial order will be determined as follows.

- For Online Services (if any), Microsoft will prorate the Reseller's costs based upon the number of full calendar months remaining in the term as of the effective date of the applicable Agency Enrollment.
- For products included in the Master True Up Prices established pursuant to Section 3c, the Master True Up prices will apply.
- For other products, Microsoft will calculate the Reseller's L&SA costs based upon the then-current standard True Up price applicable based upon the number of years remaining in the term.

The total reseller cost for the initial orders referenced above will be spread across remaining anniversary payment dates (if any) remaining in the term. In all cases, an Enrolled Agency's actual prices and payment terms will be determined by separate agreement between Enrolled Agency and its Reseller.

Each Agency Enrollment shall be executed between Microsoft and a single Enrolled Agency, which such Enrolled Agency will be responsible for the acts and omissions of other Agencies to which it sublicenses under its Agency Enrollment, except as otherwise provided below in this Section. For clarity, DT may choose to execute an Agency Enrollment (in addition to this Master Enrollment), in which case DT will become the Enrolled Agency responsible for compliance with such Agency Enrollment.

Agency Enrollments shall each incorporate the terms and conditions of both (i) the Enterprise Agreement identified above; and (ii) Appendix A to this Master Enrollment. Enrolled Affiliate (or Reseller on its behalf) shall provide a copy of this Master Enrollment to any Agency upon request. In the event of a conflict between the terms and conditions of Appendix A and an Agency Enrollment that is not expressly resolved in the document(s), the terms and conditions of Appendix A shall control the Agency Enrollment unless an Enrolled Agency and Microsoft chooses to amend the terms and conditions of an Agency Enrollment in a way which expressly acknowledges and resolves a conflict between the Agency Enrollment and Appendix A. In such case the Agency Enrollment will be governed by those amended Agency Enrollment terms and conditions.

For an individual Managed OLS Environment, only Enrolled Affiliate or one Enrolled Agency (but not two or more such entities) may ultimately be responsible for compliance with the terms and conditions of the Enterprise Agreement and applicable Enrollment(s) which apply to the Online Services provided in such Managed OLS Environment, including but not limited to the obligation to comply with the Product Use Rights, Acceptable Use Policy and to pay for Online Services Licenses (hereafter, the "OLS Terms"). For clarity, it is technically possible for more than one Enrollment to be associated with the same Managed OLS Environment, provided that the administrative log-in credentials for the Managed OLS Environment are shared between Enrolled Affiliate and/or one or more Enrolled Agencies.

Accordingly, in the event that more than one Enrollment (each, executed by a different Agency) becomes associated with the same Managed OLS Environment, the Agency ultimately responsible for OLS Terms applicable to all Enrollments associated with such Managed OLS Environment (the "Responsible Agency") shall be determined as follows:

- If one of the Enrollments associated with the Managed OLS Environment is this Master Enrollment, then the Enrolled Affiliate hereunder shall be the Responsible Agency; and
- If only two or more Agency Enrollments (and not this Master Enrollment) are associated with the Managed OLS Environment, then the Responsible Agency shall be the Enrolled Agency which first "signed in" to the Microsoft Online Administrator Console in order to create the administrative account associated with the Managed OLS Environment.

In accordance with the terms and conditions of Section 7(d) of the Enterprise Agreement ("termination for cause"), in the event that an Enrolled Agency other than the responsible Agency with respect to the applicable Managed OLS Environment (hereafter, the "Breaching Agency") is determined to have breached OLS Terms for Licenses purchased under its Agency Enrollment, Microsoft will first allow the Breaching Agency at least 30 days to cure the breach, unless the breach is, by its nature, not curable within 30 days. In the event that a curable breach by the Breaching Agency is not cured within 30 days, the Responsible Agency must cure the breach within 15 additional days. In the event that the breach is either (i) not cured pursuant to the foregoing terms and conditions; or (ii) is, by its nature, not curable, then Microsoft may terminate the Enrollments of both the Breaching Agency and the Responsible Agency (including this Master Enrollment, if applicable).

Except as provided above, both Enrolled Affiliate (for this Master Enrollment) and each Enrolled Agency (for its own Agency Enrollment) shall be solely responsible for compliance (and the compliance of Agencies to which it sublicenses) with the terms and conditions of the applicable party's Enrollment, including but not limited to the terms and conditions of the Enterprise Agreement and this Master Enrollment incorporated therein.

6. Transitions.

a. Applicability of Section 6 to Master Enrollment vs. Agency Enrollments

This Section 6, in conjunction with applicable sections of the Product List, governs Transition (as defined above) for qualifying Enrollments with Enterprise-wide coverage.

- In the case of Transition for Enterprise Product licenses for DT's users, purchased under Profile 1 (as defined in Section 5, above), will Transition to both Enterprise Online Services Licenses and Bridge CALs also included under Profile 1.
- As an exception to Microsoft's standard operational procedures, each Agency Enrollment may Transition (for eligible Enterprise Products) as follows:
 - Enterprise Online Services may be purchased under Profile 2, pursuant to this Master Enrollment; and
 - All on-premises Products, including but not limited to Bridge CALs, will be purchased on the applicable Agency Enrollment.

b. Transition requirements.

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must 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.
- (iv) 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.
- (v) 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.

c. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) 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.
- (iv) 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.

7. End of Master Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Master Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Master Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and

renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under this Master Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the master Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of this Master Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination for cause. Any termination for cause of this Master Enrollment will be subject to the "Termination for cause" section of the Enterprise Agreement.

e. Early termination. Any Early termination of this Master Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement. In the event this Master Enrollment is terminated earlier than any Agency Enrollments into which the Master Enrollment terms and conditions have been incorporated, the Master Enrollment terms and conditions shall continue to apply to such Agency Enrollments as if the Master Enrollment had not been terminated.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

8. Business Associate Agreement for HIPAA (standard form of Microsoft's amendment # M176)

The terms and conditions of this Section 8 apply solely to Enrolled Affiliate pursuant to this Master Enrollment and any Agency Enrollment for which Enrolled Affiliate becomes a Responsible Affiliate pursuant to the terms and conditions of Section 5, above. Enrolled Agencies which establish their own Managed OLS Environment for BAA-Covered Services may execute separate Business Associate Agreements with Microsoft for purposes of their separate Agency Enrollments.

The terms and conditions in this Section 8 supersede any conflicting terms and conditions in the Master Enrollment and Enterprise Agreement, and supersede and replace any previous Enrollment amendments related to the subject matter of this Section 8.

A. Permitted Uses and Disclosures of Protected Health Information.

- a. **Performance of the Master Enrollment for BAA-Covered Services.** Except as otherwise limited in this Section 8, Microsoft may Use and Disclose Protected Health Information for, or on behalf of, Enrolled Affiliate as specified in the Master Enrollment.
- b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this Section 8, Microsoft may Use and Disclose Protected Health Information for the proper management and administration of Microsoft and/or to carry out the legal responsibilities of Microsoft, provided that any Disclosure may occur only if: (1) Required by Law; or (2) Microsoft obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies Microsoft of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

B. Responsibilities of the Parties with Respect to Protected Health Information.

- a. **Microsoft's Responsibilities.** To the extent Microsoft is acting as a Business Associate, Microsoft agrees to the following:
 - (i) **Limitations on Use and Disclosure.** Microsoft shall not Use and/or Disclose the Protected Health Information other than as permitted or required by the Master Enrollment and/or this Section 8 or as otherwise Required by Law; provided that any such Use or Disclosure would not violate HIPAA if done by Enrolled Affiliate, unless expressly permitted for Business Associates under HIPAA. Microsoft shall not disclose, capture, maintain, scan, index, transmit, share or Use Protected Health Information for any activity not authorized under the Master Enrollment and/or this Section 8. BAA-Covered Services shall not use Protected Health Information for any advertising, Marketing, or other commercial purpose of Microsoft or any third party. Microsoft shall not violate the HIPAA prohibition on the sale of Protected Health Information. Microsoft shall make reasonable efforts to Use, Disclose, and/or request the minimum necessary Protected Health Information to accomplish the intended purpose of such Use, Disclosure, or request.
 - (ii) **Safeguards.** Microsoft shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this Section 8; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.

- (iii) **Reporting.** Microsoft shall report to Enrolled Affiliate: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this Section 8 of which Microsoft becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Enrolled Affiliate's Unsecured Protected Health Information that Microsoft may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than thirty (30) calendar days after discovery of a Breach. Taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, Security Incident, or Breach, the timing of other reporting will be made consistent with Microsoft's and Enrolled Affiliate's legal obligations. For purposes of this Subsection (B), "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Microsoft's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Subsection, if any, will be delivered to contacts identified by Enrolled Affiliate pursuant to Subsection 8(B)(ii) (Contact Information for Notices) of this Section 8 by any means Microsoft selects, including through e-mail. Microsoft's obligation to report under this Subsection is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.
- (iv) **Subcontractors.** In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, Microsoft shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of Microsoft to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to Microsoft with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.
- (v) **Disclosure to the Secretary.** Microsoft shall make available its internal practices, records, and books relating to the Use and/or Disclosure of Protected Health Information received from Enrolled Affiliate to the Secretary of the Department of Health and Human Services for purposes of determining Enrolled Affiliate's compliance with HIPAA, subject to attorney-client and other applicable legal privileges.
- (vi) **Access.** If Microsoft maintains Protected Health Information in a Designated Record Set for Enrolled Affiliate, then Microsoft, at the request of Enrolled Affiliate, shall make access to such Protected Health Information available to Enrolled Affiliate in accordance with 45 CFR § 164.524 of the Privacy Rule.
- (vii) **Amendment.** If Microsoft maintains Protected Health Information in a Designated Record Set for Enrolled Affiliate, then Microsoft, at the request of Enrolled Affiliate, shall make available such Protected Health Information to Enrolled Affiliate for amendment and incorporate any reasonably requested amendment in the Protected Health Information in accordance with 45 CFR § 164.526 of the Privacy Rule.
- (viii) **Accounting of Disclosure.** Microsoft, at the request of Enrolled Affiliate, shall make available to Enrolled Affiliate such information relating to Disclosures made by Microsoft as required for Enrolled Affiliate to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.
- (ix) **Performance of a Covered Entity's Obligations.** To the extent Microsoft is to carry out a Covered Entity obligation under the Privacy Rule, Microsoft

shall comply with the requirements of the Privacy Rule that apply to Enrolled Affiliate in the performance of such obligation.

b. Enrolled Affiliate Responsibilities.

- (i) **No Impermissible Requests.** Enrolled Affiliate shall not request Microsoft to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).
- (ii) **Contact Information for Notices.** Enrolled Affiliate hereby agrees that any reports, notification, or other notice by Microsoft pursuant to this Section 8 may be made electronically. Enrolled Affiliate shall provide contact information to MSO-HIPAA@microsoft.com or such other location or method of updating contact information as Microsoft may specify from time to time and shall ensure that Enrolled Affiliate's contact information remains up to date during the term of this Section 8. Contact information must include name of individual(s) to be contacted, title of individual(s) to be contacted, e-mail address of individual(s) to be contacted, name of Enrolled Affiliate organization, and, if available, either contract number or subscriber identification number.
- (iii) **Safeguards and Appropriate Use of Protected Health Information.** Enrolled Affiliate is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. Without limitation, it is Enrolled Affiliate's obligation to:
 - 1) Not include Protected Health Information in: (1) information Enrolled Affiliate submits to technical support personnel or to community support forums; and (2) Enrolled Affiliate's address book or directory information. In addition, Microsoft does not act as, or have the obligations of, a Business Associate under HIPAA with respect to Enrolled Affiliate Data once it is sent to or from Enrolled Affiliate outside BAA-Covered Services over the public Internet.
 - 2) Implement privacy and security safeguards in the systems, applications, and software Enrolled Affiliate controls, configures, and uploads into the BAA-Covered Services.

C. Applicability of Section 8.

As of the effective date of this Master Enrollment, this Section 8 is applicable to BAA-Covered Services. At such time as Microsoft is willing to enter into the terms of this Section 8 with respect to other current or future BAA-Covered Services, Microsoft will notify Enrolled Affiliate of the effective date that this Section 8 will be applicable to such other BAA-Covered Services. Subsequent to the effective date identified in Microsoft's notice, and provided Enrolled Affiliate has by that date entered into an agreement for such other BAA-Covered Services, this Section 8 will apply to Enrolled Affiliate's other BAA-Covered Services without additional action by Enrolled Affiliate. Enrolled Affiliate acknowledges that this Section 8 is not effective as to an applicable Microsoft online service until Microsoft notifies Enrolled Affiliate this Section 8 is effective as specified in this Subsection (C). It is Enrolled Affiliate's obligation to not store or process Protected Health Information in a Microsoft online service until on or after the date this Section 8 is effective as to the applicable service.

D. Term and Termination.

- a. **Term.** This Section 8 shall continue in effect until the earlier of (1) termination by a Party for breach as set forth in Subsection (D)b, below, or (2) expiration of the Master Enrollment
- b. **Termination for Breach.** Either Party immediately may terminate the Master Enrollment if the other Party is in material breach or default of any obligation in

this Section 8 that is not cured within thirty (30) calendar days written notice of such breach or default.

- c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Upon expiration or termination of this Section 8, Microsoft shall return or destroy all Protected Health Information in its possession, if it is feasible to do so, and as set forth in the applicable termination provisions of the Product Use Rights and/or Master Enrollment. If Microsoft determines that it is not feasible to return or destroy any portions of the Protected Health Information upon termination of this Section 8, then Microsoft shall extend the protections of this Section 8, without limitation, to such Protected Health Information and limit any further Use or Disclosure of the Protected Health Information to those purposes that make the return or destruction infeasible for the duration of the retention of the Protected Health Information.

E. Miscellaneous.

- a. **Interpretation.** The Parties intend that this Section 8 be interpreted consistently with their intent to comply with HIPAA and other applicable federal and state law. Except where this Section 8 conflicts with the Master Enrollment, all other terms and conditions of the Master Enrollment remain unchanged. The Parties agree that, in the event an inconsistency exists between any other provision of the Enterprise Agreement or Master Enrollment and this Section 8, the provisions of this Section 8 will control to the extent of such inconsistency. Any captions or headings in this Section 8 are for the convenience of the Parties and shall not affect the interpretation of this Section 8.
- b. **Amendments; Waiver.** This Section 8 may not be modified or amended except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, as a bar to, or as a waiver of any right or remedy as to subsequent events.
- c. **No Third Party Beneficiaries.** Nothing express or implied in this Section 8 is intended to confer, nor shall anything in this Section 8 confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- d. **Counterparts.** The Master Enrollment (including but not limited to this Section 8) may be executed in counterparts, each of which shall be deemed an original.
- e. **Severability.** In the event that any provision of this Section 8 is found to be invalid or unenforceable, the remainder of this Section 8 shall not be affected thereby, but rather the remainder of this Section 8 shall be enforced to the greatest extent permitted by law.

Except for changes made by this Section 8, the Master Enrollment and Enterprise Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Section 8 and any provision in the Enrollment or Agreement identified above, this Section 8 shall control.

9. ~~Microsoft Online Services Criminal Justice Information Services (CJIS) Terms and Conditions~~

The terms and conditions of this Section 9 apply solely to Enrolled Affiliate pursuant to this Master Enrollment and any Agency Enrollment for which Enrolled Affiliate becomes a Responsible Affiliate pursuant to the terms and conditions of Section 5, above. Enrolled Agencies which establish their own Managed OLS Environment for CJIS-Covered Services may each execute a separate CJIS Amendment (with terms and conditions consistent with these) with Microsoft for purposes of their separate Agency Enrollments.

The terms and conditions in this Section 9 supersede any conflicting terms and conditions in the Master Enrollment and Enterprise Agreement

Terms and conditions:

A. CJIS Security Addendum

The CJIS-Covered Services are multi-tenant cloud services provisioned in Microsoft's data centers for use by eligible US Federal, State, Local, and Tribal Government Customers only, and offered as a "community cloud" as defined in the National Institute of Standards and Technology (NIST) Special Publication 800-145. Subject to the Agreement, this Amendment, and agreement reached with the CSA, Microsoft will deliver the CJIS-Covered Services subject to the CJIS Security Addendum as set forth in the CJIS Policy, version 5.2, dated August 9, 2013.

B. Role of CSA

At the CSA's request, Microsoft will enter into an agreement with the CSA, including the CJIS Security Addendum, to facilitate use of CJIS-Covered Services by public entities in the State of California that are subject to the Criminal Justice Information Services (CJIS) Security Policy. Enrolled Affiliate will rely on the CSA, acting in its capacity as the CJIS Systems Officer (CSO) for the State of California, to perform personnel screening of Microsoft personnel engaged in the delivery of the CJIS-Covered Services and to exercise certain other functions under the CJIS Policy as described in this Amendment.

C. Enrolled Affiliate Responsibilities

C.1 Enrolled Affiliate acknowledges that the CJIS-Covered Services enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Enrolled Affiliate's administrator(s) will manage and configure the CJIS-Covered Services.

C.2 Enrolled Affiliate is responsible to review Office 365 services documentation and CJIS implementation guidance. Enrolled Affiliate is responsible to establish, adopt and implement such policies and practices for its End Users' use of CJIS-Covered Services, together with any add-ons, as Enrolled Affiliate determines are appropriate to ensure Enrolled Affiliate's compliance with the CJIS Policy or other legal or regulatory requirements applicable to Enrolled Affiliate and not generally applicable to Microsoft as an IT service provider. Enrolled Affiliates' compliance with the CJIS Policy will be dependent, in part, upon Enrolled Affiliate's configuration of the services and Enrolled Affiliate's compliance with authoritative guidance from sources other than Microsoft (e.g., NCIC 2000 Operating Manual). Enrolled Affiliate is responsible to confirm the CJIS-Covered Services environment is prepared and appropriate for CJIS prior to its processing or storing such data in the CJIS-Covered Services.

C.3 Enrolled Affiliate acknowledges that only CJIS-Covered Services will be delivered subject to the terms of this Amendment. Microsoft does not recommend processing and storage of Criminal Justice Information ("CJI," as such term is defined in Appendix A to the CJIS Policy <for clarity, not Appendix A to this Master Enrollment>) in other services. Without limiting the foregoing, data that Enrolled Affiliate elects to provide to the Microsoft technical support organization, if any, or data provided by or on behalf of Enrolled Affiliate to Microsoft's billing or commerce systems in connection with purchasing/ordering CJIS-Covered Services, if any, is not subject to the provisions of this Amendment or the CJIS Addendum.

D. Approach to Compliance with CJIS Security Policy

This Subsection D contains additional information about how certain requirements of the CJIS Policy will be fulfilled. For convenient reference,

provisions refer to section numbers in the CJIS Policy (ver. 5.2, dated August 9, 2013). Microsoft and Enrolled Affiliate will each rely on the CSA to perform certain functions as described below, and Enrolled Affiliate is responsible to confirm the approach with the CSA to the extent Enrolled Affiliate deems appropriate.

D.1 CJIS Section 5.2 Policy Area 2: Security Awareness Training

Microsoft will supplement its existing security training program as required to meet the requirements of Section 5.2 of the CJIS Policy. Required training will be delivered to personnel identified as in scope for CJIS Personnel Screening within six (6) months of the later of (1) the date the first customer in the State of California who is a purchaser of CJIS-Covered Services subject to this Amendment (or a similar amendment executed by the applicable Enrolled Affiliate) notifies Microsoft it is introducing CJI into the CJIS-Covered Services, or (2) the date the CSA notifies Microsoft that personnel have passed required personnel screening. Microsoft will refresh training for in scope personnel on at least a biennial basis thereafter.

Microsoft will maintain training records, which will be available to the CSA upon written request.

D.2 CJIS Section 5.3 Policy Area 3: Incident Response

In the event of an information security incident affecting the CJIS-Covered Services, Microsoft will address such incident with Enrolled Affiliate as follows:

- (a) If Microsoft becomes aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities, or unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of Customer Data (each a "Security Incident"), Microsoft will promptly: (i) notify Enrolled Affiliate of the Security Incident; (ii) investigate the Security Incident and provide Enrolled Affiliate with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (b) An unsuccessful Security Incident will not be subject to this Subsection 9D. An "Unsuccessful Security Incident" is one that results in no unauthorized access to Customer Data or to any Microsoft equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents.
- (c) Microsoft's obligation to report or respond to a Security Incident is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.
- (d) Notification of Security Incidents, if any, will be delivered to one or more of Enrolled Affiliate's administrators by any means Microsoft selects, including via email. It is Enrolled Affiliate's sole responsibility to ensure Enrolled Affiliate's administrators maintain accurate contact information on the Online Services portal at all times.
- (e) Effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Enrolled Affiliate's control. Accordingly, compliance with CJIS Policy Incident Response requirements will be a joint obligation of Microsoft and Enrolled Affiliate.

- (f) In the event Microsoft reasonably anticipates that a Security Incident may require legal action against involved individual(s), or where the Security Incident involves either civil or criminal action, Microsoft will conduct its investigative activities under guidance of legal staff and in accordance with general evidentiary principles, to the extent consistent with both (i) CJIS Policy; and (ii) the primary incident response objectives of containing, resolving, and mitigating the impact of a Security Incident to customers including Enrolled Affiliate.

D.3 CJIS Section 5.11 Policy Area 11: Formal Audits

- (a) Audits by FBI CJIS Division. In the event the FBI CJIS Division desires to perform an audit of the Office 365 Services, Microsoft will cooperate with such audit in good faith. The FBI may be permitted to access Customer Data belonging to Enrolled Affiliate in connection with such audit, but not data belonging to other customers in the multi-tenant environment from which the CJIS-Covered Services are delivered. If the FBI identifies what it believes to be deficiencies in the CJIS-Covered Services as a result of an audit, Microsoft is committed to working in good faith to resolve the FBI's concerns through discussion and interaction between Microsoft, the CSA, and the FBI. Enrolled Affiliate will assist in this process if and as requested, but will otherwise rely on the CSA to act on behalf of all similarly situated entities that have purchased the CJIS-Covered Services.

- (b) Audits by Enrolled Affiliate. In the event that Enrolled Affiliate desires to audit the CJIS-Covered Services pursuant to the CJIS Policy, Enrolled Affiliate appoints the CSA to act on Enrolled Affiliate's behalf to conduct such audit activities, and Enrolled Affiliate agrees to rely on the CSA's audit in full satisfaction of any right to audit the CJIS-Covered Services.

Enrolled Affiliate acknowledges the CSA will exercise this right by attempting to satisfy its requirements for information via reference to Microsoft's services documentation, including audit reports prepared by Microsoft's qualified third party auditors. Along with other customers for the CJIS-Covered Services, the CSA will be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford applicable customers an ongoing view into effectiveness of such controls, and the CSA may communicate with Microsoft subject matter experts. In the event the CSA reasonably determines this information is not sufficient for the CSA's or Enrolled Affiliate's audit objectives, then, upon the CSA's written request, Microsoft will provide the CSA or its qualified third party auditor the opportunity to communicate with Microsoft's auditor at the CSA's or Enrolled Affiliate's expense and, if required, a direct right to examine the CJIS-Covered Services, including examination on premises. The CSA or its auditor may only access data belonging to Enrolled Affiliate or other entities in the State of California that have purchased the CJIS-Covered Services and rely on the CSA for purposes of audit. Enrolled Affiliate will be responsible for Microsoft's reasonable additional costs associated with any examination it requests or appoints the CSA to perform, unless the CSA agrees to pay for such costs on Enrolled Affiliate's behalf.

- (c) Confidentiality of Audit Materials. Information provided by Microsoft to the FBI CJIS Division or CSA in connection with audit activities will consist of highly confidential proprietary or trade secret information of Microsoft. It is not expected that Enrolled Affiliate will require access to such information, and Microsoft may request reasonable assurances, written or otherwise, that information will be maintained

as confidential and/or trade secret prior to providing such information to Enrolled Affiliate. If provided, Enrolled Affiliate will ensure Microsoft's audit materials, or report(s) created by Enrolled Affiliate based on a CSA audit of the CJIS-Covered Services, are afforded the highest level of confidentiality available under applicable law.

D.4 CJIS Section 5.12 Policy Area 12: Personnel Security

- (a) Enrolled Affiliate appoints the CSA to perform, and will rely upon CSA's completion of, personnel screening (i.e., background checks) for personnel in scope pursuant to Section 5.12 of the CJIS Policy. Enrolled Affiliate is responsible to confirm directly with the CSA that such personnel screening as the CSA or Enrolled Affiliate determines is required has been completed prior to initial processing of CJI Data in the CJIS-Covered Services. Screening will be performed by the CSA on behalf of all entities in the State of California that onboard to the CJIS-Covered Services. Adjudication by Enrolled Affiliate or other counties, cities, or other subdivisions or agencies of state government will not be permitted. To facilitate efficient and effective personnel screening:

- The CSA will define adjudication criteria for personnel screening.
- Microsoft and the CSA will jointly define the process by which Microsoft will deliver to the CSA relevant information regarding personnel who may in the anticipated scope of their duties have logical or physical access to CJI in the CJIS-Covered Services.
- It is not anticipated that the CSA will deliver to Enrolled Affiliate confidential personal information pertaining to Microsoft personnel. However, if Enrolled Affiliate receives such confidential personal information it will be afforded the highest level of confidentiality available under applicable law.
- If Enrolled Affiliate elects to obtain services from Microsoft in addition to the CJIS-Covered Services (e.g. consulting services in connection with Enrolled Affiliates' migration and onboarding to the CJIS-Covered Services), such personnel will not be included in scope for personnel screening by the CSA unless separately agreed by Enrolled Affiliate, the CSA, and Microsoft.

- (b) In the event the CSA approves a process under which a federal law enforcement agency or other suitable body conducts screening of personnel who have access to Customer Data in the CJIS-Covered Services compliant with requirements of the CJIS Policy in lieu of CSA-conducted screening, Enrolled Affiliate will abide by the CSA's approval of personnel screening being conducted in this manner.

D.5 NCIC 2000 Operating Manual

Enrolled Affiliate acknowledges that the current NCIC 2000 Operating Manual consists of guidance and/or requirements for Enrolled Affiliate's use of the CJIS-Covered Services. In the event Enrolled Affiliate determines the NCIC 2000 Operating Manual imposes obligations with respect to the CJIS-Covered Services that can, in Enrolled Affiliate's opinion, only be satisfied via changes in the manner in which the CJIS-Covered Services are operated or delivered to Enrolled Affiliate, Enrolled Affiliate may request that the CSA provide Microsoft with written notification of the specific changes it believes are required of Microsoft in order to enable Enrolled Affiliate's compliance with the NCIC 2000 Operating Manual, and Microsoft agrees to consider any such request(s) relayed to Microsoft by the CSA in good faith.

D.6 Notices

Any notices in connection with the CJIS-Covered Services will be delivered to Enrolled Affiliate by Microsoft. Enrolled Affiliate will determine whether these or any other notices regarding the CJIS-Covered Services are required to be delivered to the FBI, CJIS Division, as contemplated in Section 6.05 of the Security Addendum and, if required, deliver such notices.

10. Online 365 Government Community Cloud (GCC) Terms and Conditions

The terms and conditions of this Section 10 apply solely to Enrolled Affiliate's purchase of Office 365 for Government (as defined in Section 1) pursuant to this Master Enrollment and any Agency Enrollment for which Enrolled Affiliate becomes a Responsible Affiliate pursuant to the terms and conditions of Section 5, above. Enrolled Agencies which purchase Office 365 for Government for themselves may execute separate Amendments for this purpose with Microsoft for their separate Agency Enrollments.

Tables a and b, below, contain mappings for Office 365 for Government and their corresponding Office 365 for Enterprise Online Services ("Corresponding Online Services." Each Office 365 for Government Online Plan shown below is subject to the same terms and conditions as its Corresponding Online Service Plan, except as otherwise provided in the applicable Product List and this Section 10. Notwithstanding contrary language in the Enrollment, Reserved Licenses are not available for Office 365 for Government through the Volume Licensing Service Center but may be available through a manual request process using a License Reservation Form available from Microsoft upon request.

a. Office 365 for Government component Online Services– Corresponding Online Services Mapping

Office 365 for Government Online Services	Office 365 Equivalent Online Services
Exchange Online Plan 1 G	Exchange Online Plan 1
Exchange Online Plan 2 G	Exchange Online Plan 2
Exchange Online Kiosk G	Exchange Online Kiosk
Exchange Online Archiving Add-On for on-premises servers G	Exchange Online Archiving Add-On for on-premises servers
Lync Online Plan 1 G	Lync Online Plan 1
Lync Online Plan 2 G	Lync Online Plan 2
Lync Online Plan 3 G	Lync Online Plan 3
SharePoint Online Plan 1 G	SharePoint Online Plan 1
SharePoint Online Plan 2 G	SharePoint Online Plan 2
Office Web Apps w/ SharePoint Plan 1 G	Office Web Apps w/ SharePoint Plan 1
Office Web Apps w/ SharePoint Plan 2 G	Office Web Apps w/ SharePoint Plan 2
Office Professional Plus for Office 365 G	Office Professional Plus for Office 365

b. Office 365 for Government Suites – Corresponding Enterprise Online Services Mapping

Office 365 for Government - Equivalent "Enterprise Online Services" Suites ¹	Office 365 Enterprise Online Services
Office 365 Plan G1	Office 365 Plan E1
Office 365 Plan G3	Office 365 Plan E3
Office 365 Plan G4	Office 365 Plan E4
Office 365 Plan K1 G	Office 365 Plan K1
Office 365 Plan K2 G	Office 365 Plan K2

¹ Office 365 for Government "Corresponding Online Services" Suite Orders (G1-G4) will be captured on a separate Product Selection Form.

Enrolled Affiliate both (1) acknowledges that only United States Federal, State, Local or Tribal government entities qualify to purchase Office 365 for Government, and (2) certifies that it qualifies as such. In the event that Enrolled Affiliate (or Agencies to which it sublicenses) is found not to qualify as such, Microsoft may terminate its Office 365 for Government service.

11. Invoice to Reseller for quoted price.

The confidential price quoted by Microsoft to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date, and calculated in part based upon renewal of previous Online Services subscriptions. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

12. Additional rights to Yammer Enterprise

With its initial order under the Master Enrollment, Enrolled Affiliate has purchased user subscription licenses ("USLs") for at least one of the following Office 365 for Government offerings ("Qualifying Office 365-G Suites").

- Office 365 for Government G1;
- Office 365 for Government G2;
- Office 365 for Government G3; and/or
- Office 365 for Government G4

Pursuant to the terms and conditions of this Section 12, each of Enrolled Affiliate's users assigned to a USL for a Qualifying Office 365-G Suite (collectively, "G Suite Users") is entitled to use Yammer Enterprise for the duration of the USL subscription term, at no additional cost. To receive this benefit, Enrolled Affiliate must place with its Reseller (and its Reseller must place with Microsoft) a \$0 purchase order for the applicable quantity of G Suite Users. Enrolled Affiliate is not required to use Yammer Enterprise.

Enrolled Affiliate may also purchase Yammer Enterprise USLs from its Reseller, for its other users who are not G Suite Users ("Paid Yammer Users"), by ordering additional Yammer Enterprise USLs at the then-current price for such USLs. Enrolled Affiliate may not assign any Yammer Enterprise USLs provided at no additional cost under this Section 12 to any users that are not G Suite Users.

Microsoft's provision of Yammer Enterprise under the Enrollment amended hereby will be subject solely to the terms of the Master Enrollment, Enterprise Agreement, Product Use Rights and Product List that are applicable to Yammer Enterprise, except as otherwise provided in this Section 12.

Yammer Enterprise is provided in a "public cloud," not in a "community cloud," as such terms are defined in NIST Special Publication 800-145. It is neither part of, nor a component of, Office 365 Services or Office 365 for Government, as such terms are defined in Section 1. Enrolled Affiliate's use of Yammer Enterprise shall not be subject to any product-specific terms and conditions of this Master Enrollment applicable solely to Office 365 Services (including but not limited to Office 365 for Government) or other Online Services for which product-specific terms and conditions may be included in the Enrollment or Agreement (including Amendments thereto, the Product Use Rights, or the Product List), except to whatever extent such product-specific terms expressly refer to Yammer Enterprise. Yammer Enterprise is not a covered service under the Office 365 Trust Center at this time. For information about Yammer Enterprise privacy and security practices, please consult the Yammer Privacy Statement and Security Overview referenced in the Yammer Enterprise section of the Product Use Rights.

In the future, Microsoft may or may not integrate Yammer Enterprise features or functionality into Office 365 for Enterprise or one or more of its component services. In the event that Microsoft integrates such features or functionality into Office 365 for Enterprise, it may or may not also integrate such features or functionality into Office 365 for Government or one or more of its component services. Microsoft makes no representation or warranty that any such integration will occur. Additionally, in the event that Microsoft integrates Yammer Enterprise features or functionality into any Office 365 for Government SKU that Enrolled Affiliate has purchased, Microsoft makes no representation or warranty that Enrolled Affiliate will be able to migrate its data from Yammer Enterprise to Office 365 for Government, nor that such migration (if possible) will be performed by Microsoft at no cost.

In order for Enrolled Affiliate to use Yammer Enterprise at no cost pursuant to this Section, Enrolled Affiliate must place \$0 purchase orders for Yammer Enterprise with its reseller under this Master Enrollment. The aggregate quantity of such \$0 purchase orders shall not exceed the aggregate total number of G Suite Users hereunder.

In the event that one or more Paid Yammer Users become G Suite Users during the term of the Master Enrollment (thereafter becoming "Converted G Suite Users"), Enrolled Affiliate may reduce its number of paid licenses by the number of newly-Converted G Suite Users, concurrent with its issuance of a \$0 purchase order in equal quantity, provided that (1) it does this no more than once per anniversary of the Effective Date of this Master Enrollment, and (2) provides Microsoft with no less than 45 days advance notice prior to such anniversary. Such advance notice must include the precise number of Converted G Suite Users added since the last such reduction was made. Enrolled Affiliate will not be entitled to any credit or refund for amounts paid for Yammer Enterprise USLs for any such users before the anniversary upon which each such reduction is made. Each such addition will require Enrolled Affiliate to execute an Amendment, which will be consistent with the terms and conditions of this Section 12.

It is the intent of Microsoft that the terms of this Section 12, and the provision of Yammer Enterprise at \$0 (for the limited purpose set forth above), be in compliance with all applicable federal, state and local laws and regulations. All Products are provided under this Section 12 for the sole use and benefit of Enrolled Affiliate for its government functions only, and are not provided for use by or personal benefit of any government employees.

13. Initial order for Office 365 Services

The initial order for Office 365 Services hereunder renews coverage for Users whose paid subscriptions for Exchange Online Plan 2 lapsed as of April 30, 2014. Notwithstanding both (i) the June 1, 2014 effective date of this Master Enrollment and (ii) the date it is executed by the parties, the parties acknowledge and agree that the initial payment for Office 365 Services hereunder shall include both (a) the quantities of Office 365 Services SKUs included on such initial order, for the coverage period beginning June 1, 2014; and (b) an additional amount (applied retroactively as an uplift to the price of those SKUs) to cover the use of exchange Online Plan 2 between May 1 and May 30, 2014.

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Master Enrollment Details

1. Contact information.

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

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

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

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

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

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

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

Contact name*: First Last

Contact email address*

Phone*

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

** indicates required fields*

d. Reseller information. Reseller contact for this Master Enrollment is:

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

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

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

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

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact

(ii) Software Assurance manager

(iii) Subscriptions manager

(iv) Customer Support Manager (CSM) contact

2. Financing elections.

Is a purchase under this Master Enrollment being financed through MS Financing? No

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

Signature Form

For the purposes of this form, the City and County of San Francisco, acting through the Department of Technology ("DT"), shall comprise "Enrolled Affiliate." **By affixing its signature on this signature form, Enrolled Affiliate agrees to be bound by the terms and conditions of the Master Enrollment and all Amendments thereto.** This signature form and the Master Enrollment are entered into between the Enrolled Affiliate and the Microsoft Affiliate signing, as of the June 1, 2014 effective date identified in the Master Enrollment Terms and Conditions.

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

DT Signature

Name of Entity (must be legal entity name)* City and County of San Francisco, acting through the Department of Technology

Signature* _____

Printed First and Last Name*

Printed Title

Signature Date*

** indicates required field*

** indicates required field*

Microsoft Affiliate

Microsoft Licensing, GP

Signature _____

Printed First and Last Name

Printed Title

Signature Date

(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft's signature date)

After this Master Enrollment is signed in duplicate by DT on behalf of the City and County of San Francisco, send all copies to Reseller, which must submit them to the following address. When the Master Enrollment is fully executed by Microsoft, DT will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

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Appendix A – Amendment to Enterprise Agreement Terms

Introduction.

This Appendix A (hereafter, the "Amendment" establishes terms and conditions applicable solely to (i) the Master Enrollment and (ii) Agency Enrollments which incorporate these terms and conditions. For the Master Enrollment, this Appendix A supersedes Enrolled Affiliate's previous Amendment number CTM-000-dmills-0974, solely for the period between the Effective Date and expiration of the Master Enrollment term, with no retroactive effect for Online Services delivered prior to such period.

As used below in this Appendix A:

- "Enrollment" shall mean the applicable Enrollment which incorporates these terms and conditions (the Master Enrollment and each applicable Agency Enrollment). As an exception to the foregoing, if one Agency becomes the Responsible Agency for another Agency's Agency Enrollment, then "Enrollment" shall mean, collectively, all Agency Enrollments (and the Master Enrollment, if applicable) associated with the Responsible Agency.; and
- "Enrolled Entity" shall mean, (a) the Enrolled Affiliate, as applicable to the Master Enrollment; and (b) the Enrolled Agency, as applicable to any Agency Enrollment. As an exception to the foregoing, if one Agency becomes the Responsible Agency for another Agency's Agency Enrollment, as set forth in Section 5 of the Master Enrollment Terms and Conditions, such Responsible Agency shall be the Enrolled Entity.

Notwithstanding anything to the contrary in the Enterprise Agreement or Enrollment or Agency Enrollment, each applicable Enrollment is hereby amended as follows:

This Amendment incorporates definitions from Section 1 of the Master Enrollment Terms and Conditions (see page 3) and contains the following Sections:

- (a) This Introduction (page 29)
- (b) Section 1 - Naming Convention Change (page 29)
- (c) Section 2 - Applicability of this Amendment (i.e. this Appendix A) (page 29-30)
- (d) Section 3 - Limited Warranty for Online Services (page 30), which references the Service Level Agreements in Appendix C (pages 48-55) and Appendix D (pages 56-60)
- (e) Section 4 - Enrolled Entity's Agreement to defend claims alleging infringement of third party rights (pages 30-31)
- (f) Section 5 - Limitation on Liability (pages 31-32)
- (g) Section 6 - Open Source License Restrictions (page 32)
- (h) Section 7 - Data Location for Office 365 Services and Dynamics CRM Online Services (page 33)
- (i) Section 8 - Termination of Online Services Subscription for Convenience (page 33)
- (j) Section 9 - Privacy, Security, and Security Incident Notification Terms for Applicable Services (page 33-42)
- (k) Section 10 - Suspension of Service (page 42)
- (l) Section 11 - Compliance with Applicable Law (page 43)
- (m) Section 12 - Microsoft's Responsibility for Subcontractors (page 43)
- (n) Section 13 - Confidentiality (pages 43-45)
- (o) Section 14 - Public Records Laws (page 45)
- (p) Section 15 - Background Checks (page 45)
- (q) Section 16 - Initial Service Level Agreements for Online Services (page 45)

1. **Naming Convention Change:** For purposes of clarity, (1) Microsoft has renamed Business Productivity Online Services (BPOS) BPOS in Enrolled Affiliate's previous Amendment number CTM-000-dmills-s-0974, the "BPOS-S Service" titled "Exchange Online Standard" has been renamed Exchange Online Plan 1, and the BPOS-S Service titled the Business Productivity Online Services Standard Suite has been renamed Office 365 Plan E1.

2. **Applicability of this Amendment.** The terms and conditions of this Amendment apply only to Enrolled Affiliate's purchase and use of Online Services. Services (e.g., consulting or professional services) will be contracted pursuant to a separate Microsoft Services Agreement, and Products other than Online Services remain subject to the terms of the EA, and any terms referenced therein. Where specific Online Service product families (e.g. Office 365 Services, Dynamics CRM Online Services, Microsoft Azure branded Online services in general and/or Core Platform Services specifically) are referenced in specific clauses and statements the Amendment, such clauses and statements shall be construed to apply solely to the Product families expressly referenced in such clauses or statements. In the case of any conflict between the terms and conditions of this Amendment and the terms and conditions of the EA that are not expressly resolved by their terms, the terms and conditions of this Amendment shall control.

3. **Limited Warranty for Online Services.**

This section supersedes section 11 of the Enterprise Agreement solely with regard to Online Services purchased hereunder.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Enrolled Entity's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement. In the event of any conflict between this Limited Warranty and any statement to the contrary in the Product Use Rights, this Limited Warranty shall control.

If Microsoft fails to meet this limited warranty and Enrolled Entity notifies Microsoft within the warranty period, then Microsoft provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Enrolled Entity's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

-
- a. ~~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;~~
 - b. 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 Microsoft's reasonable control;
 - c. the limited warranty does not apply to components of Products that Enrolled Entity is permitted to redistribute;
 - d. the limited warranty does not apply to free, trial, pre-release, or beta products; and
 - e. the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

Microsoft has implemented, and shall at all times during Enrolled Entity's use of the Online Services, maintain, industry standard systems and procedures set forth in this Agreement, which are designed to ensure the security of Customer Data, comply with all applicable laws, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS 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.

4. **Enrolled Entity's agreement to defend claims alleging infringement of third party rights.**

This section supersedes section 12(d) of the Enterprise Agreement solely with regard to Online Services purchased hereunder.

To the extent permitted by applicable law, Enrolled Entity pay for costs and damages pertaining to any claims made by an unaffiliated third party that are caused solely by:

- a. any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Entity's behalf that infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or
- b. arise from Enrolled Entity's or its end user's violation of the terms of this agreement.

Enrolled Entity shall pay the amount of any resulting adverse final judgment (or settlement to which Enrolled Entity consents) resulting from the circumstances described in subsections "a" and "b" above. ~~Microsoft shall have no other remedy for these claims~~

Microsoft must notify Enrolled Entity promptly in writing of a claim subject to this section. Microsoft must (1) give Enrolled Entity sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. Enrolled Entity shall pay for all reasonable out of pocket expenses that Microsoft incurs in providing such assistance.

5. Limitation on Liability

This section supersedes section 13 of the Enterprise Agreement solely with regard to Online Services purchased hereunder.

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising under this agreement is limited to direct damages up to twenty-four (24) times the Monthly Contract Value for the Online Service(s) giving rise to that liability. In the preceding sentence, "Monthly Contract Value" means the monthly per-unit price for each Online Service multiplied by the then-current ordered quantity of such Online Service as of the termination effective date.

For purposes of this Section 5, the following costs related to a disclosure of Customer Data as a result of a Security Incident, as defined in Section 9(E) of Appendix A (hereafter, a "Covered Disclosure") shall be deemed to be "direct damages" not subject to the exclusion of indirect or consequential damages set forth herein:

- i. Enrolled Affiliate's or Enrolled Agency's reasonable costs in notifying affected individuals of Covered Disclosure in which the individuals' Personal Information has been disclosed;
- ii. Credit monitoring for up to twelve (12) months for affected individuals;
- iii. Damages assessed against an Enrolled Affiliate or Enrolled Agency by a court of competent jurisdiction and awarded to individuals whose Personally Identifiable Information is subject to a Covered Disclosure.
- iv. Any additional reasonable and documented costs of any mitigation, remedies or plans to the extent that such mitigation, remedies or plans are customary, reasonable and would otherwise have been expected to be paid by California government entities in the event such entities were to experience a Covered Disclosure while hosting and processing their own Customer Data, given the nature and scope of the Covered Disclosure, as validated by an independent internationally recognized third party industry expert chosen by both parties.

The following formula illustrates how such limitation of liability will be calculated:

$Dm = 24 \times N \times P$, where:

Dm = maximum amount of direct damages to be paid (i.e. the liability cap),
 N = quantity of the Online Service giving rise to the claim, and
 P = the monthly per-unit price (as set by the Reseller) of the Online Service giving rise to the claim.

In the case of Online Services provided free of charge, or code that Enrolled Entity is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's 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. However, these monetary limitations will not apply to:

- a. Microsoft's obligations under the section of the EA titled (a) "Defense of infringement, misappropriation, and third party claims" and (b) Enrolled Entity's obligations under the section of this Amendment titled "Enrolled Entity's agreement to protect" and (c) Public Records Laws (Section 14 of this Appendix A);
- b. liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its 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"). ***For purposes of clarity, this section applies to fines and penalties that may be assessed by government authorities due to Microsoft's gross negligence or willful misconduct;***
- c. liabilities arising out of any breach by either party of its obligations under the section of the EA entitled "Confidentiality", or any Non-Disclosure Agreement between the parties, except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount Enrolled Entity paid for the Online Service giving rise to that liability during the prior 24 months;
- d. liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
- e. violation by either party of the other party's intellectual property rights.

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 AGREEMENT, 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 ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR MICROSOFT'S OBLIGATIONS IN THE SECTION OF THE ENTERPRISE AGREEMENT TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR ENROLLED ENTITY'S OBLIGATIONS IN THE SECTION OF THIS AMENDMENT TITLED "ENROLLED ENTITY'S AGREEMENT TO PROTECT."

6. Open Source License Restrictions

This section supersedes section 9 of the Enterprise Agreement solely with regard to Online Services purchased hereunder.

Certain third party license terms require that computer code be generally (1) disclosed in source code form to third parties; (2) licensed to third parties for the purpose of making derivative works; or (3) redistributable to third parties at no charge (collectively, "Open Source License Terms"). Neither party may use, incorporate, modify, distribute, provide access to, or combine the computer code of the other with any other computer code or intellectual property (collectively, "Provide") in a manner that would subject the other's computer code to Open Source License Terms. Microsoft is not responsible for Enrolled Entity's upload, use or distribution of Enrolled Entity's code from the Online Services. Enrolled Entity may upload code to an Online Service and allow third parties access to use or download Enrolled Entity's code on the Online Service, provided that (a) such use is not restricted by a license agreement or the Product Use Rights and (b) any Open Source License Terms apply solely to

Enrolled Entity and their uploaded code, and not to any code or Products provided by Microsoft. Each party warrants that it will not provide the other party with, or give third parties access through the Online Services to, computer code that is governed by Open Source License Terms, except as described above.

7. **Data Location for Office 365 Services and Dynamics CRM Online Services.** Provided that Enrolled Entity provisions its Tenant in the United States, Microsoft will provide the Office 365 Services and CRM Online Services from data centers in the United States. In connection with the Office 365 Services, storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of email attachments), and (ii) SharePoint Online site content (not URL) and the files stored within that site. In connection with the Dynamics CRM Online Services, storage of ~~Dynamics CRM Online Services content at rest will be located in data centers only in the United States.~~ Except for customer data necessary to authenticate access to the Microsoft Online Services (i.e. user names), Dynamics CRM Online Services content includes customer data limited to entities managed by the Dynamics CRM Online Service.

8. A new section entitled **"Termination of Online Services Subscription for Convenience"** is hereby added to the Enrollment as follows:

Except as otherwise provided in this amendment, and notwithstanding anything to the contrary in the Agreement, Enrolled Entity may terminate its subscription(s) hereunder for online services for any reason by providing Microsoft with prior written notice, which notice must be received by Microsoft no fewer than 60 days prior to the scheduled payment date of the Enrollment which immediately follows such notice. If Enrolled Entity has purchased two or more online services as part of a single purchase (e.g., as a "suite"), then any cancellation under this Section must be of the entire online services subscription rather than the individual Online Service components. Termination of online services subscriptions pursuant to this Section will become effective as of the payment date of this enrollment which immediately follows Microsoft's receipt of Enrolled Entity's notice, and will be subject to the terms and conditions of the Product Use Rights applicable to online services expiration or termination. No credit will be issued for any prepaid amounts as of the anniversary upon which termination takes place.

Upon such termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

9. Privacy, Security, and Security Incident Notification Terms for Applicable Services.

Solely for purposes of this Section 9, "Applicable Services" shall mean Office 365 Services, Dynamics CRM Online Services, Microsoft Azure branded Online Services (including Core Platform Services), and no other Microsoft Online Services.

- Where a specific Online Services product family (e.g. Office 365 Services, Dynamics CRM Online Services, and/or Microsoft Azure branded Online Services) or a subset thereof (e.g. Core Platform Services, which is a subset of Microsoft Azure branded Online Services) is specified in a statement or provision, the applicable statement or provision shall be deemed to apply only to that specific Online Service product family or subset thereof.
- Otherwise, except as provided by the preceding sentence, this Section 9 shall apply to all Applicable Services (but no other Online Services).

- Online Services not included in the above definition of "Applicable Services" shall not be subject to the terms and conditions of this Section 9, but will be subject to the standard terms and conditions of the Enterprise Agreement (including but not limited to the Product Use Rights).

(A) Privacy

- a. **Privacy practices.** Microsoft complies with all data protection and privacy laws and regulations generally applicable to Microsoft's provision of the Applicable Services. However, Microsoft is not responsible for compliance with any data protection or privacy law or regulation applicable to Enrolled Entity or its industry or government function and not generally applicable to information technology service providers. This section shall not be construed to waive Microsoft's responsibilities as Business Associate pursuant to Section 8 of the Master Enrollment Terms ("Business Associate Agreement for HIPAA").
- b. **Customer Data.** Microsoft will process Customer Data in accordance with the provisions of this Amendment and, except as stated in the Enrollment and this Amendment, Microsoft (a) will acquire no rights in Customer Data and (b) will not use or disclose Customer Data for any purpose other than stated below. Microsoft's use of Customer Data is as follows:
 - (i) Customer Data will be used only to provide Enrolled Entity the Applicable Services. This may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Applicable Services 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).
 - (ii) Microsoft will not disclose Customer Data to a 3rd party (including law enforcement, other government entity, or civil litigant, excluding Microsoft's subcontractors) except (1) as needed to provide the Applicable Services, and (2) to comply with law, subject to the following paragraphs. Provision of the Applicable Services may include troubleshooting aimed at preventing, detecting and repairing problems affecting the operation of the Applicable Services 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 the event that a 3rd party, pursuant to the public records laws of California, demands all or part of Customer Data directly from Microsoft, Microsoft will redirect the government entity or 3rd party to the Enrolled Entity so that the Enrolled Entity may determine how to proceed.

Upon receipt of valid legal process, Microsoft will attempt to redirect the requesting party (e.g., law enforcement, other government entity or civil litigant) to the Customer to acquire the Customer Data when not prohibited by law from doing so. If Microsoft's redirecting efforts are unsuccessful, and provided Microsoft is not prohibited by law from doing so, Microsoft will provide commercially reasonable notice to Enrolled Entity of the legal request. Microsoft will thereafter respond to the legal request in the time permitted unless Customer has taken appropriate legal steps (i.e., Motion to Quash or Motion for a Protective Order) to stop or limit Microsoft's response.

Solely for Office 365 Services and Dynamics CRM Online Services, all notices and redirection attempts made pursuant to this Section will be provided to the Enrolled Entity via e-mail, to all individuals listed as the "Tenant Administrators" in the Microsoft Online Administrative Console.

The specifics of the subpoena would not be included in the initial e-mail notice, however, details would be provided, upon request, to the Enrolled Entity's designated representative in follow up communications.

- c. **Customer Data deletion or return.** Upon expiration or termination of Enrolled Entity's use of the Applicable Services, Enrolled Entity may extract Customer Data and Microsoft will delete Customer Data, each in accordance with the Product Use Rights. The Product Use Rights or other Product documentation may specify the procedure and time frames applicable to the extraction and deletion of Customer Data.
- d. **End User requests.** Microsoft will not independently respond to requests from Enrolled Entity's End Users without Enrolled Entity's prior written consent, except where required by applicable law.

-
- e. **Microsoft personnel.** Microsoft personnel will not process Customer Data without authorization. Microsoft personnel are obligated to maintain the confidentiality of any Customer Data and this obligation continues even after their engagement ends.

- f. **Subcontractor; transfer.** Microsoft may hire other companies to provide limited services on its behalf, such as providing customer support. Any such subcontractors will be permitted to obtain Customer Data only to deliver the services Microsoft has retained them to provide, and they are prohibited from using Customer Data for any other purpose. Microsoft remains responsible for its subcontractors' compliance with the obligations of this Amendment. Any subcontractors to whom Microsoft transfers Customer Data will have entered into written agreements with Microsoft requiring that the subcontractor provide at least the same level of privacy protection with respect to personal data received from Microsoft as is required by the relevant Safe Harbor principles (and no less protective than this Amendment). Customer consents to Microsoft's transfer of Customer Data to subcontractors as described in this Amendment. Except as set forth above, or as Customer may otherwise authorize, Microsoft will not transfer to any third party personal data Customer provides to Microsoft through the use of the Applicable Services.

- g. **Transfer of customer data; appointment.** Subject to the additional provisions and restrictions for Microsoft Azure branded Online Services set forth in Subsection h below, Enrolled Entity appoints Microsoft to store and process Customer Data in order to provide the Applicable Services. Microsoft (1) abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland; and (2) will, during the term designated under the Enrollment, remain certified under the EU and Swiss Safe Harbor programs so long as they are maintained by the United States government.

- h. **Additional provisions and restrictions for Microsoft Azure branded Online Services.** The terms and conditions of this Subsection h apply solely to Microsoft Azure branded Online Services (and not to Office 365 Services or Dynamics CRM Services).

Customer Data that Microsoft processes on Enrolled Entity's behalf may be transferred to, and stored and processed in, the United States or any other country in which Microsoft or its Affiliates or subcontractors maintain facilities, subject to the following restrictions:

- (i) Microsoft may transfer Customer Data within a major geographic region (for example, within the United States or within Europe) for data redundancy or other purposes. Microsoft will not transfer Customer Data outside the major geographic region Enrolled Entity specifies (for example, from the United States to Asia or from Europe to the United States) except:

1) where Enrolled Entity configures the account to enable this, including through use of features that may not enable regional selection or may use multiple regions, as specified in the Microsoft Azure Trust Center (which Microsoft may update from time to time but Microsoft will not add exceptions for existing features in general release); or

2) where necessary to provide customer support, to troubleshoot the service or to comply with legal requirements.

Microsoft does not control or limit the regions from which Enrolled Entity or End Users may access or move Customer Data.

- i. **Availability of Customer Data.** During the term of a subscription for Applicable Services, Enrolled Entity may access and extract Customer Data using standard processes described in the service documentation.

(B) Customer responsibilities.

Enrolled Entity must comply with applicable legal requirements for privacy, data protection, and confidentiality of communications related to its use of Applicable Services. Enrolled Entity is wholly responsible for implementing and maintaining privacy protections and security measures within any applications, configuration settings, or virtual machines that Customer uses with Microsoft Azure branded Online Services.

(C) Additional European terms.

If Enrolled Entity has End Users in the European Economic Area or Switzerland, the additional terms in this Section (C) will apply. Terms used in this Section that are not specifically defined will have the meaning in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("**EU Data Protection Directive**").

- a. **Intent of the parties.** For the Applicable Services, Enrolled Entity is the data controller and Microsoft is a data processor (or sub-processor in the case of Microsoft Azure branded Online Services) acting on Enrolled Entity's behalf. As data processor (or sub-processor, as applicable), Microsoft will only act upon Enrolled Entity's instructions. This Amendment and the Enrollment (including the terms and conditions incorporated by reference therein) are Enrolled Entity's complete and final instructions to Microsoft for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Enrolled Entity's Enrollment.
- b. **Duration and object of data processing.** The duration of data processing shall be for the term designated under the Enrollment. The objective of the data processing is the performance of the Applicable Services.
- c. **Scope and purpose of data processing.** The scope and purpose of processing of Customer Data, including any personal data included in the Customer Data, is described in this Amendment and the Enrollment.
- d. **Customer Data access.** For the term designated under the Enrollment Microsoft will, at its election and as necessary under applicable law implementing Article 12(b) of the EU Data Protection Directive, either: (1) provide Enrolled Entity with the ability to correct, delete, or block Customer Data, or (2) make such corrections, deletions, or blockages on Enrolled Entity's behalf.
- e. **Adding new Subcontractors.** For each individual Applicable Service, Microsoft will provide a website that lists subcontractors which are authorized to access Customer Data. At least 14 days before authorizing any new

subcontractor to access Customer Data, Microsoft will update the applicable website and provide Enrolled Entity with a mechanism to obtain notice of such updates. If Enrolled Entity does not approve of a new subcontractor, then Enrolled Entity may terminate the individual Applicable Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval. If the affected Applicable Service is part of a Suite of Office 365 Service or Dynamics CRM Online Services, then any termination will apply to the entire Suite. After termination, Microsoft will remove payment obligations for the terminated Applicable Service from subsequent invoices to the Reseller.

- f. **Privacy officer.** Microsoft's data privacy representative for the European Economic Area and Switzerland can be reached at the following address:

Microsoft Ireland Operations Ltd.
Attn: Privacy Officer
Carmenhall Road
Sandyford, Dublin 18, Ireland

(D) **Security**

- a. **Customer responsibility for Microsoft Azure branded Online Services.** Customer is wholly responsible for implementing and maintaining security within any applications, configuration settings, or virtual machines that Customer uses with Windows Azure branded Online Services.

b. **General practices.**

Except as further delineated below, this subsection b applies solely to Office 365 Services, Dynamics CRM Online Services, and Core Platform Services (and not to other Microsoft Azure branded Online Services).

Microsoft has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction as follows:

(i) **Domain: organization of information security**

- 1) **Security ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- 2) **Security roles and responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations.
- 3) **Risk management program.** Microsoft performed a risk assessment before processing the Customer Data or launching the Office 365 Services, Dynamics CRM Online Services, and Core Platform Services.
- 4) **Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.**

(ii) **Domain: asset management**

- 1) **Asset inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.
- 2) **Asset handling.**
 - A. Specifically for Office 365 Services and Dynamics CRM Online Services, Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted (e.g.,

through encryption). Specifically for Core Platform Services, Microsoft restricts access to Customer Data, and Enrolled Entity may implement encryption of Customer Data within Enrolled Entity's application.

- B. Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data.
- C. Microsoft personnel must obtain Microsoft authorization prior to storing Customer Data on portable devices, remotely accessing Customer Data, or processing Customer Data outside Microsoft's facilities. This includes removing media (e.g., USB sticks and CD ROMs) and documents containing Customer Data from Microsoft's facilities.

(iii) Domain: human resources security

1) Security training.

- A. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures.
- B. Microsoft will only use anonymous data in training.

(iv) Domain: physical and environmental security

- 1) Physical access to facilities. Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.
- 2) Physical access to components. Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.
- 3) Protection from disruptions. Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.
- 4) Component disposal. Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.

(v) Domain: communications and operations management

- 1) Operational policy. Microsoft has implemented, and will maintain for the Applicable Services, security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.
- 2) Data recovery procedures specific to Microsoft Azure branded Online Services. Microsoft Azure branded Online Services include replication features that facilitate recovery of Customer Data in the event a particular machine or cluster within a Microsoft data center fails. Enrolled Entity is responsible for taking additional steps to provide added fault tolerance, such as creating historical backups of Customer Data, storing backups of Customer Data off the platform, deploying redundant compute instances within and across data centers, or backing up state and data within a virtual machine.
- 3) Data recovery procedures applicable to all Applicable Services.
 - A. On an ongoing basis, but in no case less frequently than once a week (unless no Customer Data has been updated during that

period), Microsoft maintains multiple copies of Customer Data from which Customer Data can be recovered.

- B. Microsoft stores copies of Customer Data and data recovery procedures in a different place from where the primary computer equipment processing the Customer Data is located.
 - C. Microsoft has specific procedures in place governing access to copies of Customer Data.
 - D. Microsoft reviews data recovery procedures at least every six months.
 - E. Microsoft logs data restoration efforts, including the person responsible, the description of the restored data, and where applicable, the person responsible and which data (if any) had to be input manually in the data recovery process.
- 4) Malicious software. Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.
- 5) Data beyond boundaries.
- A. Specifically as it pertains to Office 365 Services and CRM Online Services, Microsoft encrypts Customer Data that is transmitted over public networks.
 - B. Specifically as it pertains to Core Platform Services, Microsoft provides Enrolled Entity the option of encrypting Customer Data that is transmitted to and from Microsoft data centers over public networks. Microsoft uses encryption for replication of non-public Customer Data between Microsoft data centers
 - C. Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption).

(vi) Event logging

- 1) Specifically as it pertains to Office 365 Services and CRM Online Services, Microsoft (i) logs the use of Microsoft's data processing systems; and (ii) logs access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.
- 2) Specifically as it pertains to Core Platform Services, Microsoft logs or enables Enrolled Affiliate to log access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.

(vii) Domain: access control

- 1) Access policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data.
- 2) Access authorization.
 - A. Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data.
 - B. Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months.
 - C. Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.

- 3) Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins.
- 4) Least privilege.
 - A. Technical support personnel are only permitted to have access to Customer Data when needed.
 - B. Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.
- 5) Integrity and confidentiality.
 - A. Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.
- 6) Microsoft stores passwords in a way that makes them unintelligible while they are in force.
- 7) Authentication.
 - A. Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.
 - B. Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.
 - C. Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.
 - D. Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.
 - E. Specifically as it pertains to Office 365 Services and Dynamics CRM Online Services, Microsoft monitors repeated attempts to gain access to the information system using an invalid password.
 - F. Specifically as it pertains to Core Platform Services, Microsoft monitors or enables Enrolled Entity to monitor repeated attempts to gain access to the Customer Data using an invalid password.
 - G. Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
 - H. Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.
- 8) Network design. Microsoft has controls to avoid individuals assuming access rights they have not been assigned to gain access to Customer Data they are not authorized to access.

(viii) Domain: information security incident management

- 1) Incident response process. Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
- 2) Specifically as it pertains to Office 365 Services and Dynamics CRM Online Services, Microsoft tracks disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.
- 3) Specifically as it pertains to Core Platform services, Microsoft tracks, or enables Enrolled Entity to track, disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.

- 4) Service Monitoring. Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

(ix) **Domain: Business Continuity Management**

- 1) Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.
- 2) Specifically as it pertains to Office 365 Services and Dynamics CRM Online Services, Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original state from before the time it was lost or destroyed.
- 3) Specifically as it pertains to Core Platform Services, Microsoft's ~~redundant storage and its procedures for recovering data are~~ designed to attempt to reconstruct Customer Data to its last replicated state from before the time it was lost or destroyed. Recovery of virtual machines may be to their original image.

- (x) The security measures described in this Master Enrollment are Microsoft's only responsibility with respect to the security of Customer Data. For Customer Data, these measures replace any confidentiality obligations contained in the Enrollment or any other non-disclosure agreement between Microsoft and Enrolled Entity.

c. **Certifications and audits**

- (i) Microsoft has established and agrees to maintain the following data security policies (collectively, the "**Microsoft Security Policies**") that (a) *governs Microsoft's handling of Customer Data*, and (b) complies with the ISO 27001 standards for the establishment, implementation, control, and improvement of the Information Security Management System and the ISO/IEC 27002 code of best practices for information security management:

- For Office 365 Services and Dynamics CRM Online Services, this document is the "**Microsoft Online Information Security Policy**" and
- For Core Platform Services, this document is the "**Windows Azure Information Security Policy**."

On a confidential need-to-know basis, and subject to Enrolled Entity's agreement to non-disclosure obligations Microsoft specifies, Microsoft will make each of the above-referenced Microsoft Security Policies available to Enrolled Entity, along with other information reasonably requested by Enrolled Entity regarding Microsoft security practices and policies. Enrolled Entity is solely responsible for reviewing the Microsoft Security Policies, making an independent determination as to whether the Microsoft Security Policies meet Enrolled Entity's requirements, and for ensuring that Enrolled Entity's personnel and consultants follow the guidelines they are provided regarding data security.

- (ii) Microsoft will audit the security of (A) the computers and computing environment that it uses in processing Customer Data (including personal data) on the Office 365 Services, Dynamics CRM Online Services, and Core Platform Services, and (B) the physical data centers from which Microsoft provides the Office 365 Services, Dynamics CRM Online Services, and Microsoft Azure branded Online Services except for the Content Delivery Network. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or other industry standards; (c) will be performed by third party security professionals at Microsoft's selection and expense; (d) will result in the generation of an audit report ("**Microsoft Audit Report**"), which will be Microsoft's confidential information; and (e) may be performed for other

purposes in addition to satisfying this Section (e.g., as part of Microsoft's regular internal security procedures or to satisfy other contractual obligations).

- (iii) If Enrolled Entity requests in writing, Microsoft will provide Enrolled Entity with a confidential copy of the Microsoft Audit Report or at Microsoft's option a summary thereof ("**Summary Report**") so that Enrolled Entity can reasonably verify Microsoft's compliance with the security obligations under this Amendment. The Summary Report is Microsoft confidential information.
- (iv) Specifically as it pertains to Microsoft Azure branded Online Services:
 - 1) Enrolled Entity agrees to exercise its audit right by instructing Microsoft to execute the audit as described in Subsections 9(D)(c)(ii) – (iv). If Enrolled Entity desires to change this instruction regarding exercising this audit right, then Enrolled Entity has the right to change this instruction, which shall be requested in writing; and
 - 2) Microsoft Corporation is an intended third-party beneficiary of this Subsection 9(D)(c).
- (v) Microsoft will make good faith, commercially reasonable efforts to remediate (a) any errors identified in a Microsoft Audit Report that could reasonably be expected to have an adverse impact on Enrolled Entity's use of the Applicable Services and (b) material control deficiencies identified in the Microsoft Audit Report.

(E) Security Incident Notification for Applicable Services

- a. Upon becoming aware of any unlawful access to any Customer Data stored on Microsoft's equipment or in Microsoft's facilities used to provide Office 365 Services, or unauthorized access to such equipment or facilities reasonably expected to result in loss, disclosure, or alteration of Customer Data (each a "Security Incident"), Microsoft will: (1) promptly notify Enrolled Entity of the Security Incident; (2) investigate the Security Incident and provide Enrolled Entity with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- b. Enrolled Entity agrees that:
 - (i) An unsuccessful Security Incident will not be subject to the terms and conditions of this Section 9(E) "Security Incident Notification for Applicable Services". An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any of Microsoft's equipment or facilities storing Customer Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers) or similar incidents; and
 - (ii) Microsoft's obligation to report or respond to a Security Incident under this Section 9(E) is not and will not be construed as an acknowledgement by Microsoft of any fault or liability with respect to the Security Incident.
- c. Notification(s) of Security Incidents, if any, will be delivered to one or more of Enrolled Entity's administrators by any means Microsoft selects, including via email. It is Enrolled Entity's sole responsibility to ensure Customer's administrators maintain accurate contact information on the Online Services portal (for Office 365 Services and Dynamics CRM Online Services) and the Windows Azure portal (for Microsoft Azure branded Online Services at all times).

10. A new section entitled "**Suspension of Service**" is hereby added to the Enrollment as follows:

Microsoft may suspend the online service in whole or in part and without notice:

- (1) If Microsoft believes that Enrolled Entity's use of the online service represents a direct or indirect threat to Microsoft's network function or integrity or anyone else's use of the Online Service;
- (2) If reasonably necessary to prevent unauthorized access to Customer Data; or
- (3) To the extent necessary to comply with legal requirements.

If Microsoft suspend the services without notice, we will provide the reason for such suspension if Enrolled Entity requests.

If Microsoft believes Enrolled Entity violated the Agreement, including the Product Use Rights, Microsoft may suspend the Online Services, in whole or in part, after providing Enrolled Entity notice via email or other commercially reasonable mechanism.

Any suspension of services shall apply to the minimum necessary portion of the Online Services and only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension.

11. Compliance with Applicable Law. Microsoft will comply with all laws that are generally applicable to (i) corporations; and (ii) Microsoft's provision of the Online Services as an IT service provider, including but not limited to 42 CFR Part 2 (Confidentiality of Alcohol & Drug Abuse Patient Records) to the extent that Microsoft, or any other email or cloud service provider who is commercially offering a cloud service that is the same or substantially similar to the shared tenant Office 365 service, is held by a judicial determination or regulatory agency to be a Qualified Service Organization within the meaning of 42 C.F.R. section 2.11, notwithstanding any other provision of the Enrollment, Enterprise Agreement or this Amendment (including this Section 16). Microsoft acknowledges that pursuant to 42 C.F.R. section 2.11(b) Qualified Service Organizations are fully bound by the provisions of 42 C.F.R. Part 2 (Confidentiality of Alcohol & Drug Abuse Patient Records) and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the regulations and in accordance with Section 9 (A)(b)(ii) of this Appendix A. For clarity, Microsoft is not responsible for compliance with any law (including but not limited to data protection or privacy law) uniquely applicable to Enrolled Entity or Enrolled Entity's government function, and not generally applicable to corporations or IT service providers. Microsoft will be responsible for the actual payment of any fines, penalties, sanctions, or fees imposed by a judicial body or regulatory agency based on such judicial body or regulatory agency's final determination that Microsoft is a Qualified Service Organization and violated 42 CFR Part 2. Any such aforementioned fines, penalties, sanctions or fees shall be deemed direct damages pursuant to Section 13 (Limitation of Liability) of the Enterprise Agreement.

12. Microsoft's Responsibility for Subcontractors. To the extent that Microsoft employs subcontractors in the delivery of Online Services ordered pursuant to the Enrollment amended hereby, Microsoft accepts responsibility for those subcontractors.

13. Confidentiality.

- a. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that:
 - (i) are designated as "confidential";
 - (ii) a reasonable person knows or reasonably should understand to be confidential; or
 - (iii) include non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.
- b. **What is not included.** The following types of information, however marked, are not Confidential Information. Information that:
 - (i) is, or becomes, publicly available without a breach of this agreement;

- (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
- (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
- (iv) is independently developed; or
- (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. Treatment of Confidential Information.

(i) **In general.** Subject to the other terms of this agreement, each party agrees:

- it will not disclose the other's Confidential Information to third parties; and
- it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this agreement, each party agrees:

- to take reasonable steps to protect the other's Confidential Information -- these steps must be at least as protective as those the party takes to protect its own Confidential Information;
- to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
- to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

- A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
- Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
 - 1) ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this agreement; and
 - 2) accept responsibility for each Representative's use of Confidential Information.
- Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. Length of Confidential Information obligations. Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

For the avoidance of doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted above do not govern Microsoft's handling of Customer Data. In all instances under this Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy as described in Section 12(D)(b)(i), above.

14. Public Records Laws.

Enrolled Entity is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA") and San Francisco Administrative Code Section 67 (the "Sunshine Law"). If Microsoft's proprietary information is contained in documents or information submitted to Enrolled Entity and Microsoft claims that such information falls within one or more CPRA or Sunshine Law exemptions, Microsoft must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, Enrolled Entity will make best efforts to provide notice to Microsoft prior to such disclosure. If Microsoft contends that any documents are exempt from the CPRA or Sunshine Law and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the County of San Francisco before Enrolled Entity's deadline for responding to the CPRA or Sunshine Law request. If Microsoft fails to obtain such remedy within Enrolled Entity's deadline for responding to the CPRA or Sunshine Law request, Enrolled Entity may disclose the requested information.

Microsoft further agrees that it shall defend, indemnify and hold Enrolled Entity harmless against any claim, action or litigation (including only the expenses incurred by Enrolled Entity related to -- judgments for costs, fees, and attorney's fees) that may result from denial by Enrolled Entity of a CPRA or Sunshine Law request for information arising from any representation, or any action (or inaction), by Microsoft. Microsoft's indemnification obligation under this section does not apply to any liability that may arise due solely to Enrolled Entity's acts or omissions.

15. A new section entitled "Background Checks" is hereby added to the Enrollment as follows:

Microsoft performs the following background checks on all US personnel who have potential to access Customer Data. Adherence to this policy is one of the control procedures addressed by the Microsoft Audit Report per Section 9 (D)(c) of this Appendix A. Such Background Checks will be performed in accordance with the Fair Credit Reporting Act and will consist of Social Security Number trace, seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes, Office of Foreign Assets Control List (OFAC) check, Bureau of Industry and Security List (BIS) check and Office of Defense Trade Controls Debarred Persons List (DDTC) check.

16. Initial Service Level Agreement for Online Services.

- The Service Level Agreements for the Office 365 Services and Dynamics CRM Online, and certain other Online Services (but not Microsoft Azure branded Online services) are shown in Appendix C.
- The Service Level Agreement for Windows Azure Cloud Services, Virtual Machines, and Virtual Network is shown in Appendix D.
- The Service Level Agreement for any renewal term will be determined at the onset of each such renewal term

Remainder of page intentionally left blank.

Appendix B - Product Selection Form

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	CAL Licensing Model
Enterprise			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Master Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping-up within Master Enrollment term.

Products	Enterprise Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office 365 Plans	
Office 365 (Plan G1)	
Office 365 (Plan G3)	
Office 365 (Plan G4)	
Client Access License (CAL)	
Choose Core CAL or Enterprise CAL:	<Choose One>
Core CAL or Enterprise CAL	
Bridge for Office 365	
Bridge for Windows Intune	
Bridge for Office 365 and Windows Intune	
Windows Desktop	
Windows OS Upgrade ^{1,2}	
Windows VDA ³	
Windows Companion Subscription License ²	
Windows Intune	
Windows Intune	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ³	

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. **DO NOT INCLUDE BRIDGE CALS.**

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans G3-G4)	Client Access License + Office 365 (Plans G1/G3/G4)	Client Access License + Windows Intune	Windows Desktop Upgrade + Windows VDA + Companion Subscription License
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	All Products are Level D minus 7.5%, except (1) Azure Services (Level D) and Office 365 Services (Custom Priced)
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Notes:

1. The operating system Licenses granted under this program are upgrade Licenses only. If the Windows OS Upgrade is selected the Enrolled Affiliate acknowledges that all systems will have a qualifying Windows OS installed to support the upgrade. For a complete list of qualifying Windows OS please refer to the Product List.
2. Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. This requirement applies to Windows Companion Subscription License, Windows OS Upgrade, or Windows VDA. See the Product List for details.
3. MDOP requires purchase of Windows OS Upgrade or Windows VDA.

Appendix C – Service Level Agreement for Office 365 Services, Dynamics CRM Online Services, and certain other Online Services applicable to initial Term

Last updated April 2014

1. Introduction.

This Service Level Agreement for Microsoft Online Services (this “SLA”) is made by Microsoft in connection with, and is a part of, your Microsoft volume licensing agreement (the “Agreement”). This SLA applies to the following Microsoft Services, but does not apply to separately branded services made available with or connected to these Microsoft Services:

-
- Azure Rights Management
 - Bing Maps Enterprise Platform
 - Bing Maps Mobile Asset Management
 - Duet Enterprise Online
 - Dynamics CRM Online
 - Exchange Online Archiving
 - Exchange Online
 - Exchange Online Protection
 - Lync Online
 - Office Online
 - OneDrive for Business
 - Power BI for Office 365
 - Project Online
 - SharePoint Online
 - Translator API
 - Windows Azure Active Directory Premium
 - Windows Intune
 - Yammer Enterprise

We provide financial backing to our commitment to achieve and maintain the Service Levels for our Services. If we do not achieve and maintain the Service Levels for each Service as described in this SLA, then you may be eligible for a credit towards a portion of your monthly service fees. We will not modify the terms of your SLA during the initial term of your subscription; however, if you renew your subscription, then the version of this SLA that is current at the time of renewal will apply for your renewal term.

2. **Definitions.**

"Applicable Monthly Service Fees" means the total fees actually paid by you for a Service that are applied to the month in which a Service Credit is owed.

"Downtime" means a period during which the aspects of a Service specified in the following table are unavailable, excluding (i) Scheduled Downtime; and (ii) unavailability of a Service due to limitations described in Section 5(a) below. Downtime is measured in the units set forth in Section 3.

Online Service	Qualifications of Downtime
Azure Rights Management	Any period of time when end users cannot create or consume IRM documents and email.
Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management	Any period of time when the Service is not available as measured in Microsoft's data centers, provided that you access the Service using the methods of access, authentication and tracking methods documented in the Bing Maps Platform SDKs.
Duet Enterprise Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Dynamics CRM Online	Any period of time when end users are unable to read or write any Service data for which they have appropriate permission but this does not include non-availability of Service add-on features.
Exchange Online Archiving	Any period of time when end users are unable to access the e-mail messages stored in their archive.
Exchange Online	Any period of time when end users are unable to send or receive email with Outlook Web Access.
Exchange Online Protection	Any period of time when the network is not able to receive and process email messages.
Lync Online	Any period of time when end users are unable to see presence status, conduct instant messaging conversations, or initiate online meetings ¹ .
Office Online	Any period of time when users are unable to use the Web Applications to view and edit any Office document stored on a SharePoint site for which they have appropriate permissions.
OneDrive for Business	Any period of time when users are unable to view or edit files stored on their personal OneDrive for Business storage.

Power BI for Office 365	Any period of time when users are unable to read or write any portion of Power BI data to which they have appropriate permissions.
Project Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection with Project Web App for which they have appropriate permissions.
SharePoint Online	Any period of time when users are unable to read or write any portion of a SharePoint site collection for which they have appropriate permissions.
Translator API	Any period of time when users are not able to perform translations
Windows Azure Active Directory Premium	Any period of time when users are not able to log in to the service, log in to the Access Panel, access applications on the Access Panel and reset passwords; or any period of time IT administrators are not able to create, read, write and delete entries in the directory and/or provision/de-provision users to applications in the directory.
Windows Intune	Any period of time when the Customer's IT administrator or users authorized by Customer are unable to log on with proper credentials.
Yammer Enterprise	Any period of time greater than ten minutes when more than five percent of end users are unable to post or read messages on any portion of the Yammer network for which they have appropriate permissions.

¹ Online meeting functionality applicable only to Lync Online Plan 2 Service

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

"Microsoft" means the Microsoft entity that entered into the Agreement.

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

"Service" or **"Services"** refers to the online service(s) indicated at the beginning of this SLA and purchased by you pursuant to the Agreement.

"Service Credit" is the percentage of the Applicable Monthly Service Fees credited to you following Microsoft's claim approval.

"Service Level" means the performance metric(s) set forth in this SLA that Microsoft agrees to meet in the delivery of the Services, e.g., monthly availability.

"User Minutes" means the total number of minutes in a month, less all Scheduled Downtime, multiplied by the total number of users.

3. **Service Level Commitment.**

a. The "Monthly Uptime Percentage" for a Service is calculated by the following formula:

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

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

- b. For Bing Maps Enterprise Platform, Bing Maps Mobile Asset Management, and Translator API, the Monthly Uptime Percentage is calculated using the following formula instead of the formula in section (a):

$$\frac{\text{Total number of minutes in a month} - \text{Downtime}}{\text{Total number of minutes in a month}} \times 100$$

where Downtime is measured as the total number of minutes during the month when the aspects of the Service set forth in the table in Section 2 are unavailable.

- c. If the Monthly Uptime Percentage falls below 99.9% for any given month, you may be eligible for the following Service Credit:

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

4. **Service Credit Claim.** If we fail to meet the minimum Monthly Uptime Percentage described above for a Service, you may submit a claim for a Service Credit.

You must submit a claim to customer support at Microsoft Corporation that includes: (i) a detailed description of the Incident; (ii) information regarding the duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. We must receive the claim and all required information by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, we must receive the claim and all required information by March 31st.

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

If you purchased a Service from a reseller, you will receive a service credit directly from your reseller and the reseller will receive a Service Credit directly from us.

5. **Limitations.**

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

1. Due to factors outside our control (for example, natural disaster, war, acts of terrorism, riots, or government action);
2. That result from your or third party services, hardware, or software;
3. Caused by your use of a Service after we advised you to modify your use of a Service, if you did not modify your use as advised;
4. During pre-release, beta and trial Services (as determined by us);

5. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment; or
6. That result from your failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.
7. For licenses reserved, but not paid for, at the time of the Incident.

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

(c) This SLA will not apply to any on-premise licensed software that is part of any Service.

-
6. **Purchase of Multiple Services.** If you purchased more than one Service listed in Section 1 above (not as a suite), then you may submit claims pursuant to the process described above in Section 4 as if each Service was covered by an individual SLA. For example, if you purchased both Exchange Online and SharePoint Online (not as part of a suite), and during the term of the subscription an Incident caused Downtime for both Services, then you could be eligible for two separate Service Credits (one for each Service), by submitting two claims under this SLA.
 7. **Purchase of Multiple Services together.** If you purchased Services as part of a suite or other single offer, the Applicable Monthly Service Fees and Service Credit for each Service will be pro-rated.
 8. **Exceptions and Additional Terms for Particular Services and Programs.**

(a) **For Azure Rights Management:**

There is no Scheduled Downtime for this Service.

(b) **For Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management:**

This SLA does not apply to Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management purchased through Open Value and Open Value Subscription licensing agreements.

Service Credits will not apply if: (i) you fail to implement any Services updates within the time specified in the Bing Maps Platform API's Terms of Use; and (ii) you do not provide Microsoft with at least ninety (90) days' advance notice of any known significant usage volume increase, with significant usage volume increase defined as 50% or more of the previous month's usage.

(c) **For Duet Enterprise Online:**

You will be eligible for a Service Credit for Duet Enterprise Online only when you are eligible for a Service Credit for the SharePoint Online Plan 2 User SLs that you have purchased as a prerequisite for your Duet Enterprise Online User SLs. This SLA does not apply when the inability to read or write any portion of a SharePoint site is caused by any failure of third party software, equipment, or services that are not controlled by Microsoft, or Microsoft software that is not being run by Microsoft itself as part of the Service.

(d) For Exchange Online, Exchange Online Archiving (EOA), and Exchange Online Protection (EOP):

There is no Scheduled Downtime for these Services.

(e) For Exchange Online and Exchange Online Protection (EOP):

With respect to Exchange Online and EOP licensed as a standalone Service or via ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for: (1) Virus Detection and Blocking; (2) Spam Effectiveness, or (3) False Positive. If any one of these individual Service Levels is not met, you may submit a claim for a Service Credit. If one Incident causes us to fail more than one SLA metric for Exchange Online or EOP, you may only make one Service Credit claim for that incident per Service.

1. Virus Detection and Blocking Service Level

- a. "Virus Detection and Blocking" is defined as the detection and blocking of Viruses by the filters to prevent infection. "Viruses" is broadly defined as known malware, which includes viruses, worms, and Trojan horses.
- b. A Virus is considered known when a EOP virus scanning engine can detect the virus and the detection capability is available throughout the EOP network.
- c. Must result from a non-purposeful infection.
- d. The Virus must have been scanned by the EOP virus filter.
- e. If EOP delivers an email that is infected with a known virus to you, EOP will notify you and work with you to identify and remove the virus. If this results in the prevention of an infection, you will not be eligible for a Service Credit under the Virus Detection and Blocking Service Level.
- f. The Virus Detection and Blocking Service Level shall not apply to:
 1. Forms of email abuse not classified as malware, such as spam, phishing and other scams, adware, and forms of spyware, which due to its targeted nature or limited use is not known to the anti-virus community and thus not tracked by anti-virus products as a virus.
 2. Corrupt, defective, truncated, or inactive viruses contained in NDRs, notifications, or bounced emails.
- g. The Service Credit available for the Virus Detection and Blocking Service is: 25% Service Credit of Applicable Monthly Service Fee if an infection occurs in a calendar month, with a maximum of one claim allowed per calendar month.

2. Spam Effectiveness Service Level

- a. "Spam Effectiveness" is defined as the percentage of inbound spam detected by the filtering system, measured on a daily basis.
- b. Spam effectiveness estimates exclude false negatives to invalid mailboxes.
- c. The spam message must be processed by our service and not be corrupt, malformed, or truncated.
- d. The Spam Effectiveness Service Level does not apply to email containing a majority of non-English content.
- e. You acknowledge that classification of spam is subjective and accept that we will make a good faith estimation of the spam capture rate based on evidence timely supplied by you.
- f. The Service Credit available for the Spam Effectiveness Service is:

% of Calendar Month that Spam	Service Credit
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Effectiveness is below 99%	
> 25%	25%
> 50%	50%
100%	100%

3. False Positive Service Level

- a. "False Positive" is defined as the ratio of legitimate business email incorrectly identified as spam by the filtering system to all email processed by the service in a calendar month.
- b. Complete, original messages, including all headers, must be reported to the abuse team.
- c. Applies to email sent to valid mailboxes only.
- d. You acknowledge that classification of false positives is subjective and understand that we will make a good faith estimation of the false positive ratio based on evidence timely supplied by you.
- e. This False Positive Service Level shall not apply to:
 1. bulk, personal, or pornographic email
 2. email containing a majority of non-English content
 3. email blocked by a policy rule, reputation filtering, or SMTP connection filtering
 4. email delivered to the junk folder
- f. The Service Credit available for the False Positive Service is:

False Positive Ratio in a Calendar Month	Service Credit
> 1:250,000	25%
> 1:10,000	50%
> 1:100	100%

(f) For Exchange Online Archiving (EOA) and Exchange Online Protection (EOP):

This SLA does not apply to the Enterprise CAL suite purchased through Open Value and Open Value Subscription licensing agreements.

(g) For Exchange Online Protection (EOP):

With respect to EOP licensed as a standalone Service, ECAL suite, or Exchange Enterprise CAL with Services, you may be eligible for Service Credits if we do not meet the Service Level described below for (1) Uptime and (2) Email Delivery.

1. Monthly Uptime Percentage:

If the Monthly Uptime Percentage for EOP falls below 99.999% for any given month, you may be eligible for the following Service Credit:

Monthly Uptime Percentage	Service Credit
<99.999%	25%
<99.0%	50%
<98.0%	100%

2. Email Delivery Service Level:

- a. "Email Delivery Time" is defined as the average of email delivery times, measured in minutes over a calendar month, where email delivery is defined as the elapsed time from when a business email enters the EOP network to when the first delivery attempt is made.
- b. Email Delivery Time is measured and recorded every 5 minutes, then sorted by elapsed time. The fastest 95% of measurements are used to create the average for the calendar month.
- c. We use simulated or test emails to measure delivery time.
- d. The Email Delivery Service Level applies only to legitimate business email (non-bulk email) delivered to valid email accounts.
- e. This Email Delivery Service Level does not apply to:
 1. Delivery of email to quarantine or archive
 2. Email in deferral queues
 3. Denial of service attacks (DoS)
 4. Email loops

f. The Service Credit available for the Email Delivery Service is:

Average Email Delivery Time (as defined above)	Service Credit
> 1	25%
> 4	50%
> 10	100%

(h) For Windows Intune:

1. Scheduled Downtime will not exceed 10 hours per calendar year
2. This Service Level does not apply to any:
 - a. On-premises software licensed as part of the Service subscription.
 - b. Internet-based services (excluding the Windows Intune Service) that provide updates to any on-premise software licensed as part of the Service subscription.

(i) This section (i) applies to the following:

- Each of the Services purchased through Open, Open Value and Open Value Subscription licensing agreements, and
- Each of the Services in Office 365 Small Business Premium suite purchased in the form of a product key

These Services are not eligible for Service Credits based on service fees. Any Service Credit that you may be eligible for will be credited in the form of service time (i.e., days) as opposed to service fees.

For these Services,

1. the definition of "Applicable Monthly Service Fees" shall be deleted and replaced by:

"Applicable Monthly Period" means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

2. Any references to "Applicable Monthly Service Fees" shall be deleted and replaced by "Applicable Monthly Period."

Appendix D – Service Level Agreement for Windows Azure Cloud Services, Virtual Machines, and Virtual Network applicable to initial Term

Last updated April 2014

1. Standard terms applicable to all Service Levels outlined herein:

a. Definitions

- i. "Availability Set" refers to two or more Virtual Machines deployed across different Fault Domains to avoid a single point of failure.
- ii. "Claim" means a claim submitted by Customer to Microsoft pursuant to this SLA that a Service Level has not been met and that a Service Credit may be due to Customer.
- iii. "Cloud Services" refers to a set of compute resources utilized for Web and Worker Roles.
- iv. "Customer" refers to the organization that has signed an agreement ("Agreement") under which it has purchased Windows Azure Services from Microsoft.
- v. "Customer Support" means the services by which Microsoft may provide assistance to Customer to resolve issues with the Services.
- vi. "External Connectivity" is bi-directional network traffic over supported protocols such as UDP and TCP that can be sent and received from a public IP address.
- vii. "Fault Domain" is a collection of servers that share common resources such as power and network connectivity.
- viii. "Incident" means any set of circumstances resulting in a failure to meet a Service Level.
- ix. "Microsoft" means the Microsoft entity that signed your customer agreement.
- x. "Service" or "Services" refers to the Windows Azure Cloud Services, Virtual Machines, and Virtual Network provided to Customer pursuant to the Agreement.
- xi. "Service Credit" is the percentage of the monthly service fees for the affected Service that is credited to Customer for a validated Claim.
- xii. "Service Level" means standards Microsoft chooses to adhere to and by which it measures the level of service it provides for each feature as specifically set forth below.
- xiii. "Tenant" represents one or more roles each consisting of one or more role instances that are deployed in a single package.
- xiv. "Update Domain" refers to a set of Windows Azure instances to which platform updates are concurrently applied.
- xv. "Virtual Machine" refers to persistent instance types that can be deployed individually or as part of an Availability Set.
- xvi. "Virtual Network" is a service supported by Windows Azure that enables customers to extend their corporate network to the cloud. The Virtual Network service consists of two parts: a VNet and a Virtual Network Gateway.
- xvii. "Virtual Network Gateway" refers to a Windows Azure service that facilitates cross-premises connectivity between one Virtual Network and one customer on-premises network over IPsec VPN.

- xviii. "VNet" refers to a virtual private network consisting of a collection of user-defined IP addresses and subnets that form a network boundary within Windows Azure. VNets support IP addresses as defined in RFC 1918.
- xix. "Web Role" is a Cloud Services component run in the Windows Azure execution environment that is customized for web application programming as supported by IIS and ASP.NET.
- xx. "Worker Role" is a Cloud Services component run in the Windows Azure execution environment that is useful for generalized development, and may perform background processing for a Web Role.

b. Service Credit Claims

- i. Microsoft provides this SLA subject to the following terms. These terms will be fixed for the duration of the initial term of the subscription. If a subscription is renewed, the version of this SLA that is current at the time the renewal term commences will apply throughout the renewal term. Customers can review the most current version of the SLA and related terms at any time by visiting <http://go.microsoft.com/fwlink/?LinkId=159704>.
- ii. In order to be eligible to submit a Claim with respect to any Incident, the Customer must first have notified Customer Support of the Incident, using the procedures set forth by Microsoft, within five business days following the Incident.
- iii. To submit a Claim, Customer must contact Customer Support and provide notice of its intention to submit a Claim. Customer must provide to Customer Support all reasonable details regarding the Claim, including but not limited to, detailed descriptions of the Incident(s), the duration of the Incident, network trace routes, the URL(s) affected and any attempts made by Customer to resolve the Incident.
- iv. In order for Microsoft to consider a Claim, Customer must submit the Claim, including sufficient evidence to support the Claim, by the end of the billing month following the billing month in which the Incident which is the subject of the Claim occurs.
- v. Microsoft will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.
- vi. In the event that more than one Service Level is not met because of the same Incident Customer must choose only one Service Level under which a Claim may be made based on that Incident, and no other Claim under any other Service Level will be accepted for that Incident.
- vii. Credits are calculated only against the particular service for each subscription that did not meet its associated uptime percentage for that subscription as defined in the Service Level section of this document.

c. SLA Exclusions

- i. This SLA and any applicable Service Levels do not apply to any performance or availability issues:
 - 1. Due to factors outside Microsoft's reasonable control (for example, a network or device failure at the Customer site or between the Customer and our data center).
 - 2. That resulted from Customer's or third party hardware or software. This includes VPN devices that have not been tested and found to be compatible by Microsoft. The list of compatible VPN devices is available at <http://msdn.microsoft.com/en-us/library/windowsazure/jj156075.aspx>.

3. When Customer uses versions of operating systems in either Virtual Machines or Cloud Services that have not been tested and found to be compatible by Microsoft. The Virtual Machines list of compatible Microsoft software and Windows versions is available at <http://support.microsoft.com/kb/2721672>. The Virtual Machines list of compatible Linux software and versions is available at <http://support.microsoft.com/kb/2805216>. The Cloud Services list of compatible operating systems is available at <http://msdn.microsoft.com/en-us/library/ee924680.aspx>.
4. That resulted from actions or inactions of Customer or third parties;
5. Caused by Customer's use of the Service after Microsoft advised Customer to modify its use of the Service, if Customer did not modify its use as advised;
6. During Previews (e.g., technical previews, betas, as determined by Microsoft);
- Or
7. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to Microsoft's Service by means of Customer's passwords or equipment.

d. Service Credits

- i. The amount and method of calculation of Service Credits is described below in connection with each Service Level description.
- ii. Service Credits are Customer's sole and exclusive remedy for any violation of this SLA.
- iii. The Service Credits awarded in any billing month shall not, under any circumstance, exceed Customer's monthly Service fees.
- iv. For Services purchased as part of a suite, the Service Credit will be based on the pro-rata portion of the cost of the Service, as determined by Microsoft in its reasonable discretion. In cases where Customer has purchased Services from a reseller the Service Credit will be based on the estimated retail price for the applicable Service, as determined by Microsoft in its reasonable discretion.
- v. Service Credits for this SLA will only be calculated against monthly fees associated with the particular Service for each subscription that did not meet the uptime percentage defined in the Service Level section below. For example, if Virtual Machines do not meet the Service Level, the credit will be based on charges for Virtual Machines only and will not include charges associated with Virtual Network, data transfers, etc.

2. Service Levels

a. Cloud Services: Monthly Connectivity Uptime Service Level

i. Definitions

1. "Maximum Connectivity Minutes" is the total accumulated minutes during a billing month for all Internet facing roles that have two or more instances deployed in different Update Domains. Maximum Connectivity Minutes is measured from when the Tenant has been deployed and its associated roles have been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Tenant.

2. "Connectivity Downtime" is the total accumulated minutes that are part of the Maximum Connectivity Minutes that have no External Connectivity.
3. "Monthly Connectivity Uptime Percentage" for a specific Customer is the total number of Maximum Connectivity Minutes less Connectivity Downtime divided by Maximum Connectivity Minutes for a billing month for a given subscription of Windows Azure. Monthly Connectivity Uptime Percentage is reflected by the following formula:

$$\text{Monthly Connectivity Uptime \%} = \frac{\text{Maximum Connectivity Minutes} - \text{Connectivity Downtime}}{\text{Maximum Connectivity Minutes}}$$

ii. Monthly Connectivity Uptime Service Levels

Monthly Connectivity Uptime Percentage	Service Credit*
<99.95%	10%
<99%	25%

*Service credit applies only to monthly usage charges for Windows Azure Cloud Services (i.e., does not apply to charges for other features such as Windows Azure Storage).

b. Virtual Machines: Monthly Connectivity Uptime Service Level

i. Definitions

1. "Maximum Connectivity Minutes" is the total accumulated minutes during a billing month for all Internet facing Virtual Machines that have two or more instances deployed in the same Availability Set. Maximum Connectivity Minutes is measured from when at least two Virtual Machines in the same Availability Set have both been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the Virtual Machines.
2. "Connectivity Downtime" is the total accumulated minutes that are part of the Maximum Connectivity Minutes that have no External Connectivity.
3. "Monthly Connectivity Uptime Percentage" for a specific Customer is the total number of Maximum Connectivity Minutes less Connectivity Downtime divided by Maximum Connectivity Minutes for a billing month for a given subscription of Windows Azure. Monthly Connectivity Uptime Percentage is reflected by the following formula:

$$\text{Monthly Connectivity Uptime \%} = \frac{\text{Maximum Connectivity Minutes} - \text{Connectivity Downtime}}{\text{Maximum Connectivity Minutes}}$$

ii. Monthly Connectivity Uptime Service Levels

Monthly Connectivity Uptime Percentage	Service Credit*
<99.95%	10%
<99%	25%

*Service credit applies only to usage charges for Windows Azure Virtual Machines (i.e., does not apply to charges for other features such as Windows Azure Storage).

c. Virtual Network: Monthly Connectivity Uptime Service Level

i. Definitions

1. "Gateway Runtime" is the total accumulated minutes during a billing month for the Virtual Network Gateway measured from when the associated Virtual Network Gateway has been started resultant from action initiated by Customer to the time Customer has initiated an action that would result in stopping or deleting the gateway.
2. "Gateway Downtime" is the total accumulated Virtual Network Gateway minutes during a billing month that had been deployed and started by action initiated by Customer where the Virtual Network Gateway was unreachable for longer than thirty seconds without detection and corrective action being initiated.
3. "Monthly Gateway Uptime Percentage" for a specific Customer is the Gateway Runtime less Gateway Downtime divided by Gateway Runtime for a billing month for a given subscription of Windows Azure. Monthly Gateway Uptime Percentage is reflected by the following formula:

$$\text{Monthly Gateway Uptime \%} = \frac{\text{Gateway Runtime} - \text{Gateway Downtime}}{\text{Gateway Runtime}}$$

ii. Monthly Connectivity Uptime Service Levels

Monthly Gateway Uptime Percentage	Service Credit*
<99.9%	10%
<99%	25%

*Service credit applies only to monthly usage charges for Windows Azure Virtual Network (i.e., does not apply to charges for other features such as Windows Azure Storage).

Appendix E – Form of Agency Enrollment

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Custom Enterprise Enrollment State and Local CTM for City and County of San Francisco Agency Enrollment

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

Proposal ID/Framework ID

Expiration Date

May 31, <2017/2019>

Master Enrollment Number _____

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

This Microsoft Enterprise Enrollment (the "Agency Enrollment") is entered into between the entities as identified in the signature form as of the effective date. **Enrolled Affiliate hereunder represents and warrants it is a government entity that is an agency, department, office, instrumentality, division, unit or other entity of the City and County of San Francisco.**

This Agency Enrollment consists of: (1) these terms and conditions (including the terms and conditions of the Master Enrollment which are incorporated herein), (2) the terms of the **Enterprise Agreement 01E71734** (which must be identified on the signature form), (3) the Product Selection Form (Exhibit A), (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment.

Master Enrollment. The parties acknowledge that Microsoft executed an Enterprise Enrollment (hereafter, the "Master Enrollment, identified by number above) with the City and County of San Francisco, acting through the Department of Technology ("DT"). Such Master Enrollment:

- A. Includes terms and conditions which govern how Microsoft establishes the Reseller's confidential net pricing hereunder. Notwithstanding the preceding sentence, Enrolled Affiliate's actual pricing and payment terms will be governed by separate agreement by Enrolled Affiliate and Reseller; and
- B. Include terms and conditions in its Appendix A which amend the Enterprise Agreement with respect to certain Online Services products.

It is anticipated that most if not all Online Services will be purchased by DT under the Master Enrollment on behalf of the Enrolled Affiliate hereunder. However, in the event that the Enrolled Affiliate hereunder both (1) purchases its own Licenses, under this Agency Enrollment, for Online Services that are governed by Appendix A to the Master Enrollment; and (2) establishes its own unique Managed OLS Environment, then the terms and conditions of the Enterprise Agreement and this Enrollment which pertain to such Applicable Services shall be deemed to be amended by Appendix A to the Master Enrollment. Section 5 of the Master Enrollment Terms and Conditions govern the circumstances pursuant to which Appendix A will apply to this Agency Enrollment. Enrolled Affiliate may obtain a copy of the Master Enrollment from DT.

All terms used but not defined in the documents are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control. Also at the foregoing site, Enrolled Affiliate may find the Product Use Rights, Product List, updated Service Level Agreements, and other documents which Microsoft may, from time to time, add to the site.

Order of Precedence. In the case of a conflict between any documents referenced in this Agency Enrollment that is not expressly resolved in the documents, their terms will control in the following order: (1) The Terms of Appendix A to the Master Enrollment, if applicable pursuant to the section above titled "Master Enrollment"; (2) these terms and conditions; (2) the Enterprise Agreement; (3) the Product List; (4) the Product Use Rights; (5) any other documents; and (6) all orders submitted under both this Agency Enrollment.

"Enrolled Agency." In the Master Enrollment (between Microsoft and the City and County of San Francisco, acting through DT), the Enrolled Affiliate to this Agency Enrollment is referred to as an "Enrolled Agency." Because most of Microsoft's standard documents refer to "Enrolled Affiliate," the parties hereby agree that:

- a. All references to "Enrolled Affiliate" in this Agency Enrollment (and any amendments hereto) shall equate to the defined term "Enrolled Agency," as such term is used in the Master Enrollment;
- b. All reference to "Enrolled Affiliate" in the Master Enrollment shall refer solely to The City and County of San Francisco, acting through DT; and
- c. Any reference to "Enrolled Agency" in the Master Enrollment shall apply to the Enrolled Affiliate to this Agency Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be set by Microsoft via Amendment; and will be relevant to calculations pertaining to the renewal of Software Assurance. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft.

Term. The initial term of this Agency Enrollment will expire on the last day of May 2017, notwithstanding the effective date. If the Agency Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Agency Enrollment to "day" will be a calendar day.

Anniversary date. Any reference to "anniversary date" refers to June 1 of each calendar year which falls during the term.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Agency Enrollment.

Terms and Conditions

1. Definitions.

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

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

"Agency" means a government entity that is an agency, department, office, instrumentality, division, unit or other entity of the City and County of San Francisco.

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

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

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

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

with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"L&SA" means a License with Software Assurance for any Product ordered.

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

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

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

"Managed OLS Environment" means the collection of Customer Data which is both (i) logically isolated from other Microsoft customers' (including but not limited to other Enrolled Entities') Customer Data in Microsoft's data centers; and (ii) associated with a unique MODRD. In the specific case of Office 365 Services, this is commonly referred to as a "Tenant."

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

~~"Transition Period" means the time between the Transition and the next Agency Enrollment anniversary date for which the Transition is reported.~~

2. Order requirements.

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices. The initial order must include at least 25 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices, depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.
 - (ii) **Enterprise Online Services.** If ordering Enterprise Online Services only, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Product Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Agency Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Agency Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Microsoft

Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

f. True-up requirements.

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

- 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

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

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

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

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.

- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Agency Enrollment anniversary date following the step-up.

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

3. Pricing.

- a. **Price Levels.** Except as otherwise established by the terms and conditions of this Agency Enrollment, Enrolled Affiliate's and Enrolled Agencies' Price Level for all Products ordered under this Agency Enrollment will be determined by the Enterprise Agreement identified above. As of the Effective Date of the Master Enrollment identified above, the Price Level (in accordance with the terms and conditions of Amendment # CTX-CA-Fsilver-CORIV14 to the Enterprise Agreement) was Level D minus 7.5%, except for (i) Microsoft Azure branded Online Services which are Level D, and (ii) MCS and Premier professional services (although such professional services shall not be purchased pursuant to this Master Enrollment).

As an exception to the foregoing, special reference prices have been provided to Enrolled Affiliate for Office 365 Services under this Enrollment which include unique discounts from Level D (each greater than or equal to Level D minus 7.5%, as of the Effective Date). Notwithstanding the preceeding statement, it is anticipated that DT will purchase all Office 365 Services for Enrolled Affiliate under its separate Master Enrollment.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.
- c. **Master True Up Price.** The parties acknowledge that, in accordance with the terms and conditions of the Master Enrollment, special True Up pricing has been established for certain Products ordered hereunder. Enrolled Affiliate may request such True Up pricing from its Reseller.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Agency Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Agency Enrollment and on each Agency Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. Transitions.

a. Transition in conjunction with Master Enrollment

As an exception to Microsoft's standard operational procedures, each Agency Enrollment may Transition (for eligible Enterprise Products) as follows:

- Enterprise Online Services may be purchased by DT under Profile 2, pursuant to the Master Enrollment; and
- All on-premises Products, including but not limited to Bridge CALs will be purchased by Enrolled Affiliate on this Agency Enrollment.

This Section 5 only applies in those cases where the Product Selection Form for this Agency includes both Enterprise Online Services and on-premises Products between which Transition is allowed, as set forth below in this Section 5.

In order to effectuate Transition between this Agency Enrollment and the Master Enrollment, as described above, Enrolled Affiliate must coordinate with DT and Reseller and ensure that Reseller submits its orders and related order forms to Microsoft for both Enrollments simultaneously.

b. Transition requirements.

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must 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.
- (iv) 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.

- (v) 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.

c. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) 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.
- (iv) 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.

6. End of Agency Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Agency Enrollment.

- b. Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Agency Enrollment for one additional 36 full calendar month term or signing a new Agency Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Agency Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Agency Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Agency Enrollment initial or renewal term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Agency Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

- 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- (iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any

associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

- d. **Termination for cause.** Any termination for cause of this Agency Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** Any Early termination of this Agency Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement. In the event the Master Enrollment is terminated earlier than this Agency Enrollment into which the Master Enrollment terms and conditions have been incorporated, the Master Enrollment terms and conditions shall continue to apply to this Agency Enrollment as if the Master Enrollment had not been terminated.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Remainder of page intentionally left blank.

Agency Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agencies (as defined above) are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire agencies, departments, offices, bureaus, instrumentalities, divisions or other units of the City and County of San Francisco, not partial agencies, departments, offices, bureaus, instrumentalities, divisions, units or other partial entities.

Check only one box in this section.

- If no boxes are checked, or the first box is checked, Microsoft will deem the Enterprise to include the entire Enrolled Affiliate, as listed on the Program Signature Form (and no other Agency).
- If only the second box is checked, Enrolled Affiliate will sublicense to Agencies listed below, taking responsibility for each such Agency, but will not acquire Licenses for Enrolled Affiliate's own use hereunder.
- If both boxes are checked, Enrolled Affiliate both (i) purchase Licenses for itself and (ii) will sublicense to Agencies listed below, taking responsibility for each such Agency.

Enrolled Affiliate's Enterprise includes:

- ☐ Enrolled Affiliate, as listed on the Signature Form.
- ☐ Enrolled Affiliate and the following Agencies (Only identify specific Agencies to be included if fewer than all Agencies are to be included in the Enterprise; attach a separate sheet if necessary):

Enrolled Affiliate's Enterprise will not include any other Agencies or other Affiliates.

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

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

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

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

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

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

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

Contact name*: First Last

Contact email address*

Phone*

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

** indicates required fields*

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

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

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

Signature* _____

Printed name* _____

Printed title* _____

Date* _____

* Indicates required fields

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

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(v) Additional notices contact

(vi) Software Assurance manager

(vii) Subscriptions manager

(viii) Customer Support Manager (CSM) contact

2. Financing elections.

Is a purchase under this Agency Enrollment being financed through MS Financing? No

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

Exhibit A - Product Selection Form for Agency Enrollment

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	CAL Licensing Model
Enterprise			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Agency Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping-up within the Agency Enrollment term.

Products	Enterprise Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office 365 Plans	
Office 365 (Plan G1)	
Office 365 (Plan G3)	
Office 365 (Plan G4)	
Client Access License (CAL)	
Choose Core CAL or Enterprise CAL:	<Choose One>
Core CAL or Enterprise CAL	
Bridge for Office 365	
Bridge for Windows Intune	
Bridge for Office 365 and Windows Intune	
Windows Desktop	
Windows OS Upgrade ^{1,2}	
Windows VDA ³	
Windows Companion Subscription License ²	
Windows Intune	
Windows Intune	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ³	

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. **DO NOT INCLUDE BRIDGE CALS.**

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans G3-G4)	Client Access License + Office 365 (Plans G1/G3/G4)	Client Access License + Windows Intune	Windows Desktop Upgrade + Windows VDA + Companion Subscription License
Quantity				

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	All Products are Level D minus 7.5%, except (1) Azure Services (Level D) and Office 365 Services (Custom Priced)
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Notes:

1. The operating system Licenses granted under this program are upgrade Licenses only. If the Windows OS Upgrade is selected the Enrolled Affiliate acknowledges that all systems will have a qualifying Windows OS installed to support the upgrade. For a complete list of qualifying Windows OS please refer to the Product List.
2. Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. This requirement applies to Windows Companion Subscription License, Windows OS Upgrade, or Windows VDA. See the Product List for details.
3. MDOP requires purchase of Windows OS Upgrade or Windows VDA

Appendix F – Explanation of Agreement Elements

This Section, as added to the Master Enrollment by this Appendix F, is provided pursuant to Enrolled Affiliate's request, solely as a guide to aid in finding and understanding key applicable provisions of the Master Enrollment and Enterprise Agreement which relate to "Applicable Services" (Office 365 Services, Dynamics CRM Online Services, and Windows Azure branded Services, each as defined in Section 1 of the Master Enrollment Terms and Conditions). It is not intended, and shall not be deemed, to constitute a modification to the terms and conditions currently established in other Sections of the Master Enrollment or Enterprise Agreement. References to "current" and "currently" in this Appendix F, when describing a document, refer to the date the applicable document was added and/or executed.

Under this Master Enrollment, the City's purchase of Applicable Services (and their successor Online Services) is subject to the terms and conditions of both **(a) the Enterprise Agreement ("EA") identified on Page 1;** and **(b) the Master Enrollment** (which comprises all Sections of this document except this Appendix F). The EA was negotiated on behalf of the California County Information Services Directors Association (CCISDA).

The Master Enrollment was negotiated by DT on behalf of the entire City and County of San Francisco (CCSF) as a type of "Citywide Agreement" under which Products may be ordered by both (i) DT, on behalf of itself and other CCSF entities (see definition of "Agency" in Section 1 of the Master Enrollment Terms and Conditions); and (ii) other CCSF entities, which may purchase on their own behalf and (optionally) on behalf of other CCSF entities. Other CCSF Entities must execute Agency Enrollments in order to make their own purchases. The form of Agency Enrollment is shown in Appendix E.

Each Enrollment (both Master Enrollment and Agency Enrollment) **incorporates by reference two additional documents, (i) the Product List ("PL") and (ii) Product Use Rights ("PUR")**, both of which are currently located at URL <http://www.microsoft.com/contracts> but may be moved to another URL (in which case Microsoft will notify each enrolled entity of the new URL). The Product Use Rights for Online Services are posted in a separate document, as of the Effective Date titled the "Online Services Use Rights." All references to "Product Use Rights" in the Enterprise Agreement and Master Enrollment shall, when applicable to Online Services, include such separate document. The current PUR and PL are dated April, 2014, as of the date this Appendix F was written.

The **PUR and Product list may also include URLs which direct Enrolled Affiliate to additional documents incorporated by reference into the Agreement.** Examples of such links which pertain to Office 365 Services currently include, but are not limited to:

- Service Level Agreements ("SLA"). When any Online Service is first ordered, and through the end of the then-current term of the applicable Enrollment (the "Initial Enrollment Term"), the SLA applicable to it will be the SLA in effect on the day of the applicable initial order. If Microsoft make changes to the SLAs posted to the above URL during the Initial Enrollment Term, such changes will not apply until the day following that term, unless the parties otherwise agree in writing to a change. When the term of the enrollment is renewed or extended for any period (the "Extension Period"), the applicable SLA(s) posted at the URL as of the day following the Initial Enrollment Term will take effect on that day and will remain fixed for the remainder of the Extension Term. In the current PUR, SLAs for each applicable component of Office 365 services are listed under different URLs.

See Appendices C and D for the SLAs applicable during the initial Master Enrollment Term.

- Privacy Statements.

- These may change during any term of the Enrollment. Microsoft will notify Enrolled Affiliate of material changes.
 - In the current PUR, the following URLs are applicable to key Online Services:
- Azure Rights Management: <http://www.microsoft.com/online/legal/?langid=en-us&docid=5>
 - Bing Maps: <http://go.microsoft.com/fwlink/?LinkID=248686>
 - Forefront Online Protection for Exchange: <http://www.microsoft.com/online/legal/v2/?langid=en-us&docid=18>
 - Microsoft Social Listening: <http://go.microsoft.com/fwlink/?LinkID=389041>
 - Microsoft Dynamics CRM Online: <http://go.microsoft.com/fwlink/?LinkID=310140&clcid=0x409>
 - Office 365, OneDrive: <http://go.microsoft.com/fwlink/?LinkID=212058&clcid=0x409>
 - Office 365 Pro Plus, Project Online, Project Pro for Office 365, and Visio Pro: <http://r.office.microsoft.com/r/ridOOPrivacyState15HighLight?clid=1033>
 - Power BI for Office 365: <http://www.microsoft.com/privacystatement/en-us/PowerBIforOffice365/Default.aspx>
 - System Center: <http://go.microsoft.com/fwlink/?LinkID=329765>
 - System Center Endpoint Protection: <http://go.microsoft.com/fwlink/?LinkID=329765>
 - Windows Azure: <http://go.microsoft.com/fwlink/p/?LinkID=131004&clcid=0x409>
 - Windows Azure Active Directory Premium: <http://go.microsoft.com/fwlink/p/?LinkID=131004&clcid=0x409>
 - Windows Intune: <http://go.microsoft.com/fwlink/?LinkID=240296>
 - Yammer Enterprise: <https://www.yammer.com/about/privacy>

The **Order of Precedence** between the above-referenced documents is determined in Section 2 of the Master Enrollment. That Section allows for exceptions to the Order of Precedence to be established in the body of the documents themselves (and by Amendment), provided that the conflict is expressly resolved in the documents. For example, a statement in the current Online Services Use Rights (included in the PUR, as stated above) establishes a Product-specific exception for Office 365 ProPlus (which is included in the G3 Suite) to allow installation on up to 5 Operating System Environments plus 5 tablets plus 5 mobile devices.

The **PL and PUR may be summarized generally** as follows:

- **The PL generally contains terms and conditions pertaining to ordering Products** (including Online Services), including information about product availability and occasional promotional offers. Each Product in the current PL is listed separately, and in addition to other Microsoft Online Services there are listings for each available "Plan" for Office 365 branded services.

Microsoft frequently releases **new editions of the PL**. Microsoft Products that are not identified in the most recent PL, as of the date of sale, are generally not available for sale under the license agreement type(s) to which the PL applies, unless the parties have otherwise agreed in writing to an exception.

- **The PUR generally contains terms and conditions pertaining to licensing and using Products** (including Online Services, in the Online Services Use Rights, which includes a table of contents). Sections in the current Online Services Use Rights applicable to Office 365 branded Online Services include:

- "General Terms" (beginning on page 5);
- "Office 365 Applications" (beginning on page 15); and
- "Office 365 Related Services: (beginning on page 17).

Microsoft frequently releases **new editions of PUR**. The paragraph titled " Terms Updates" in the current Online Services Use Rights governs the frequency by which Microsoft may apply changes to the current terms specifically applicable to the Office 365 branded Online Services (and to all other Microsoft Online Services).

In addition to provisions regarding SLA and Privacy Statements mentioned above, other examples of provisions in the current PUR related to Office 365 Services include (but are not limited to):

- Information about which license types are needed for each Online Service, and how/when licenses may be reassigned between users; and
- Sections on the following:
 - ~~Suspension of an Online Service (which is superseded for the term of the Master Enrollment by Section 10 of the Master Enrollment Terms and Conditions);~~
 - Online Services Expiration and Termination, and what happens to Customer Data at that time (which is superseded by Section 7C4 of the Master Enrollment Terms and Conditions);
 - Responsibility for Your Accounts;
 - Acceptable Use policy (restrictions on use, such as prohibition against illegal use, spam, etc.);
 - Regulatory (Microsoft's right to terminate the service in the unlikely event of a materially negative change in law, such as Microsoft becoming regulated as a telecommunications provider); and
 - Statement about provision of electronic notices



Volume Licensing

Custom Enterprise Enrollment State and Local CTM for City and County of San Francisco Agency Enrollment

Enterprise Enrollment number
(Microsoft to complete)

Previous Enrollment number
(Reseller to complete)

Proposal ID/Framework ID

Expiration Date

May 31, 2017

Master Enrollment Number _____

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

This Microsoft Enterprise Enrollment (the "Agency Enrollment") is entered into between the entities as identified in the signature form as of the effective date. **Enrolled Affiliate hereunder represents and warrants it is a government entity that is an agency, department, office, instrumentality, division, unit or other entity of the City and County of San Francisco.**

This Agency Enrollment consists of: (1) these terms and conditions (including the terms and conditions of the Master Enrollment which are incorporated herein); (2) the terms of the **Enterprise Agreement 01E71734** (which must be identified on the signature form); (3) the Product Selection Form (Exhibit A); (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required; (5) any order submitted under this Enrollment.

Master Enrollment. The parties acknowledge that Microsoft executed an Enterprise Enrollment (hereafter, the "Master Enrollment, identified by number above) with the City and County of San Francisco, acting through the Department of Technology ("DT"). Such Master Enrollment:

- A. Includes terms and conditions which govern how Microsoft establishes the Reseller's confidential net pricing hereunder. Notwithstanding the preceding sentence, Enrolled Affiliate's actual pricing and payment terms will be governed by separate agreement by Enrolled Affiliate and Reseller; and
- B. Include terms and conditions in its Appendix A which amend the Enterprise Agreement with respect to certain Online Services products.

It is anticipated that most if not all Online Services will be purchased by DT under the Master Enrollment on behalf of the Enrolled Affiliate hereunder. However, in the event that the Enrolled Affiliate hereunder both (1) purchases its own Licenses, under this Agency Enrollment, for Online Services that are governed by Appendix A to the Master Enrollment; and (2) establishes its own unique Managed OLS Environment, then the terms and conditions of the Enterprise Agreement and this Enrollment which pertain to such Applicable Services shall be deemed to be amended by Appendix A to the Master Enrollment. Section 5 of the Master Enrollment Terms and Conditions govern the circumstances pursuant to which Appendix A will apply to this Agency Enrollment. Enrolled Affiliate may obtain a copy of the Master Enrollment from DT.

All terms used but not defined in the documents are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control. Also at the foregoing site, Enrolled Affiliate may find the Product Use Rights, Product List, updated Service Level Agreements, and other documents which Microsoft may, from time to time, add to the site.

Order of Precedence. In the case of a conflict between any documents referenced in this Agency Enrollment that is not expressly resolved in the documents, their terms will control in the following order: (1) The Terms of Appendix A to the Master Enrollment, if applicable pursuant to the section above titled "Master Enrollment"; (2) these terms and conditions; (3) the Enterprise Agreement; (4) the Product List; (5) the Product Use Rights; (6) all orders submitted under both this Agency Enrollment.

"Enrolled Agency." In the Master Enrollment (between Microsoft and the City and County of San Francisco, acting through DT), the Enrolled Affiliate to this Agency Enrollment is referred to as an "Enrolled Agency." Because most of Microsoft's standard documents refer to "Enrolled Affiliate," the parties hereby agree that:

- a. All references to "Enrolled Affiliate" in this Agency Enrollment (and any amendments hereto) shall equate to the defined term "Enrolled Agency," as such term is used in the Master Enrollment;
- b. All reference to "Enrolled Affiliate" in the Master Enrollment shall refer solely to the City and County of San Francisco, acting through DT; and
- c. Any reference to "Enrolled Agency" in the Master Enrollment shall apply to the Enrolled Affiliate to this Agency Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from ~~one or more previous Enrollments or agreements, then the effective date will be set by Microsoft via~~ Amendment, and will be relevant to calculations pertaining to the renewal of Software Assurance. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft.

Term. The initial term of this Agency Enrollment will expire on the last day of May, 2017, notwithstanding the effective date. If the Agency Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Agency Enrollment to "day" will be a calendar day.

Anniversary date. Any reference to "anniversary date" refers to June 1 of each calendar year which falls during the term.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Agency Enrollment.

Terms and Conditions

1. Definitions.

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

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

"Agency" means a government entity that is an agency, department, office, instrumentality, division, unit or other entity of the City and County of San Francisco.

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

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

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

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

with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"L&SA" means a License with Software Assurance for any Product ordered.

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

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

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

"Managed OLS Environment" means the collection of Customer Data which is both (i) logically isolated from other Microsoft customers' (including but not limited to other Enrolled Entities') Customer Data in Microsoft's data centers; and (ii) associated with a unique MODRD. In the specific case of Office 365 Services, this is commonly referred to as a "Tenant."

"Transition" means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

~~"Transition Period" means the time between the Transition and the next Agency Enrollment anniversary date for which the Transition is reported.~~

2. Order requirements.

a. Minimum Order requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices. The initial order must include at least 25 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise Commitment. If ordering any Enterprise Products, Enrolled Affiliate's order must include coverage for all Qualified Users or Qualified Devices; depending on the License Type, of one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services.

(ii) Enterprise Online Services. If ordering Enterprise Online Services only, then Enrolled Affiliate must maintain at least 250 Subscription Licenses.

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. Product Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Agency Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Adding Products.

(i) Adding new Products not previously ordered. Enrolled Affiliate may add new Enterprise Products by entering into a new Agency Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Microsoft

Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must purchase Services and Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).

f. True-up requirements.

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

- 2) For Enterprise Online Services not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled. Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Agency Enrollment anniversary date and effective as of such date.
- (ix) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Agency Enrollment anniversary date. The last update statement is due within 30 days prior to the Expiration Date.
- g. **Step-up Licenses.** For Licenses eligible for a step-up under this Agency Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
 - (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
 - (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Agency Enrollment anniversary date following the step-up.
- h. **Clerical errors.** Microsoft and Enrolled Affiliate may correct clerical errors in this Agency Enrollment, and any documents submitted with or under this Agency Enrollment, by providing notice by email and a reasonable opportunity for either party to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

3. **Pricing.**

- a. **Price Levels.** Except as otherwise established by the terms and conditions of this Agency Enrollment, Enrolled Affiliate's and Enrolled Agencies' Price Level for all Products ordered under this Agency Enrollment will be determined by the Enterprise Agreement identified above. As of the Effective Date of the Master Enrollment identified above, the Price Level (in accordance with the terms and conditions of Amendment # CTX-CA-Fsilver-CORIV14 to the Enterprise Agreement) was Level D minus 7.5%, except for (i) Microsoft Azure branded Online Services which are Level D, and (ii) MCS and Premier professional services (although such professional services shall not be purchased pursuant to this Master Enrollment).

As an exception to the foregoing, special reference prices have been provided to Enrolled Affiliate for Office 365 Services under this Enrollment which includes unique discounts from Level D (each greater than or equal to Level D minus 7.5%, as of the Effective Date). Notwithstanding the preceding statement, it is anticipated that DT will purchase all Office 365 Services for Enrolled Affiliate under its separate Master Enrollment.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for

Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. However, if Enrolled Affiliate qualifies for a different price level, Microsoft will establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

- c. **Master True Up Price.** The parties acknowledge that, in accordance with the terms and conditions of the Master Enrollment, special True Up pricing has been established for certain Products ordered hereunder. Enrolled Affiliate may request such True Up pricing from its Reseller.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Agency Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Agency Enrollment and on each Agency Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. Transitions.

a. **Transition in conjunction with Master Enrollment**

As an exception to Microsoft's standard operational procedures, each Agency Enrollment may Transition (for eligible Enterprise Products) as follows:

- Enterprise Online Services may be purchased by DT under Profile 2, pursuant to the Master Enrollment; and
- All on-premises Products, including, but not limited to Bridge CALs will be purchased by Enrolled Affiliate on this Agency Enrollment.

This Section 5 only applies in those cases where the Product Selection Form for this Agency includes both Enterprise Online Services and on-premises Products between which Transition is allowed, as set forth below in this Section 5.

In order to effectuate Transition between this Agency Enrollment and the Master Enrollment, as described above, Enrolled Affiliate must coordinate with DT and Reseller and ensure that Reseller submits its orders and related order forms to Microsoft for both Enrollments simultaneously.

b. **Transition requirements.**

- (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. Enrolled Affiliate may not, however, reduce the quantity of Licenses or associated Software Assurance prior to the end of the Transition Period.
- (ii) Enrolled Affiliate must order the Licenses to which it is transitioning for the year(s) following the Transition Period.
- (iii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance must 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.
- (iv) 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.
- (v) 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.

c. Effect of Transition on Licenses.

- (i) Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
- (ii) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
- (iii) 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.
- (iv) 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.

6. End of Agency Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Agency Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Agency Enrollment for one additional 36 full calendar month term or signing a new Agency Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Agency Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

- (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Agency Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

- (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Agency Enrollment initial or renewal term.

- 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Agency Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

- 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

- (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

- (iv) **Customer Data.** Upon expiration or termination of a License for Online Services, Microsoft will keep Customer's Data in a limited function account for 90 days so that Customer may extract it. Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and

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

- d. **Termination for cause.** Any termination for cause of this Agency Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** Any Early termination of this Agency Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement. In the event the Master Enrollment is terminated earlier than this Agency Enrollment into which the Master Enrollment terms and conditions have been incorporated, the Master Enrollment terms and conditions shall continue to apply to this Agency Enrollment as if the Master Enrollment had not been terminated.

For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Agency Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agencies (as defined above) are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire agencies, departments, offices, bureaus, instrumentalities, divisions or other units of the City and County of San Francisco, not partial agencies, departments, offices, bureaus, instrumentalities, divisions, units or other partial entities.

Check only one box in this section.

- If no boxes are checked, or the first box is checked, Microsoft will deem the Enterprise to include the entire Enrolled Affiliate, as listed on the Program Signature Form (and no other Agency).
- If only the second box is checked, Enrolled Affiliate will sublicense to Agencies listed below, taking responsibility for each such Agency, but will not acquire Licenses for Enrolled Affiliate's own use hereunder.
- If both boxes are checked, Enrolled Affiliate both (i) purchase Licenses for itself and (ii) will sublicense to Agencies listed below, taking responsibility for each such Agency.

Enrolled Affiliate's Enterprise includes:

- ☐ Enrolled Affiliate, as listed on the Signature Form.
- ☐ Enrolled Affiliate and the following Agencies (Only identify specific Agencies to be included if fewer than all Agencies are to be included in the Enterprise; attach a separate sheet if necessary):

Enrolled Affiliate's Enterprise will **not** include any other Agencies or other Affiliates.

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

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

Name of entity (must be legal entity name)*

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices; (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

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

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code*

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices: English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

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

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

Contact name*: First Last

Contact email address*

Phone*

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

** indicates required fields*

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

Reseller company name*

Street address (PO boxes will not be accepted)*

City*

State/Province*

Postal code*

Country*

Contact name*

Phone*

Contact email address*

** indicates required fields*

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

Signature* _____

Printed name*

Printed title*

Date*

* Indicates required fields

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

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

2. Financing elections.

Is a purchase under this Agency Enrollment being financed through MS Financing? No

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



Volume Licensing

Exhibit A - Product Selection Form for Agency Enrollment

Step 1. Enter all fields in the table below (Required).

Profile	Qualified Devices	Qualified Users	Enterprise Product Platform	CAL Licensing Model
Enterprise			Choose One	Choose One

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Agency Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping-up within Agency Enrollment term.

Products	Enterprise Quantity
Office Professional Plus	
Office Pro Plus	
Office Pro Plus for Office 365	
Office 365 Plans	
Office 365 (Plan G1)	
Office 365 (Plan G3)	
Office 365 (Plan G4)	
Client Access License (CAL)	
Choose Core CAL or Enterprise CAL	<Choose One>
Core CAL or Enterprise CAL	
Bridge for Office 365	
Bridge for Windows Intune	
Bridge for Office 365 and Windows Intune	
Windows Desktop	
Windows OS Upgrade ^{1,2}	
Windows VDA ³	
Windows Companion Subscription License ²	
Windows Intune	
Windows Intune	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ³	

Step 3. Establish the Enrolled Affiliate's price level. Unless otherwise indicated in the associated contract documents, the price level for each Product offering/pool is set based upon the quantity to price level mapping. **DO NOT INCLUDE BRIDGE CALS.**

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans G3–G4)	Client Access License + Office 365 (Plans G1/G3/G4)	Client Access License + Windows Intune	Windows Desktop Upgrade + Windows VDA + Companion Subscription License
Quantity				

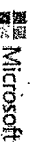
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Groups 1 through 4.	All Products are Level D minus 7.5%, except (1) Azure Services (Level D) and Office 365 Services (Custom Priced)
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 1.	
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price Level is set using the highest quantity from Group 2 or 3.	
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price Level is set using quantity from Group 4.	

Notes:

1. The operating system Licenses granted under this program are upgrade Licenses only. If the Windows OS Upgrade is selected the Enrolled Affiliate acknowledges that all systems will have a qualifying Windows OS installed to support the upgrade. For a complete list of qualifying Windows OS please refer to the Product List.
2. Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. This requirement applies to Windows Companion Subscription License, Windows OS Upgrade, or Windows VDA. See the Product List for details.
3. MDOP requires purchase of Windows OS Upgrade or Windows VDA

Microsoft Volume Licensing Online Services Use Rights

Worldwide English | April 2014



Volume Licensing

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Introduction

HOW TO DETERMINE WHICH TERMS APPLY TO AN ONLINE SERVICE

The terms that apply to your use of a given licensed Online Service include the General Terms and any Service-Specific Terms. For an alphabetical list of all Online Services, see the index.

NOTICES

Appendix 1 includes notices relevant to various Online Services as noted in the Service-Specific terms.

CLARIFICATIONS AND SUMMARY OF CHANGES

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

Additions	Deletions
• Azure Rights Management	Microsoft Rights Management
• Microsoft Dynamics CRM Online Enterprise	Lync online Plan 3
• Microsoft Dynamics Marketing	
• Microsoft Social Listening Professional	
• OneDrive for Business	
• Project Lite	
• Windows Azure Active Directory Premium	

Changes

General Terms:

- Added video to the definition of Customer Data.
- Added a definition for Social Content. Social Content is covered in the No Liability for Deletion of Customer Data or Social Content section.
- Clarified in the Use of Software with the Online Service section that the right to use software with an Online Service begins when the Online Service is activated.
- Clarified in the Educational Institutions section that it is Microsoft, not you, that is designated as a "school official."
- Added privacy statements for Azure Rights Management, Social Listening and OneDrive and connected link to Windows Intune privacy statement.
- Added to the Benchmark Testing section that if you offer online services and you access Microsoft Online Services, you waive any restrictions in the terms of service of your online services to the extent that they are more restrictive than the terms in the Benchmark Testing section.
- Office 365 ProPlus and Office 365 Small Business Premium: Added right to activate Microsoft Office Mobile software on five tablets in addition to five smartphones.
- Windows Azure Services:
- Clarified in definition of Windows Azure Services, what is sold separately.
- Clarified Storage Media is defined as physical media containing your data.

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- Added terms to the Store subsection related to general availability of certain Virtual Machines sold through the Azure gallery and clarified that usage and spend amounts displayed anywhere but in final invoice are estimates.
- Appendix 1, Notices: eliminated existing, duplicated Product-specific content applicable to both Microsoft Dynamics CRM and Azure by consolidating it in a new Customer Support notice.

Name Change

Office Web Applications is now named Office Online.

Other Changes

Corrected references throughout to distinguish between the generic use of the term "online service(s)" and the defined term "Online Service(s)".

Deleted Microsoft Desktop Optimization Pack (MDOP), which was discontinued along with Windows Intune (per device) in January 2013. If you are currently licensed for MDOP, please see the October 2012 Product Use Rights for the license terms governing your continued use of it.

Updated list of Required SL options for various Online Services.

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General 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 Service-Specific Terms section. If both User and Device SLs are listed for an Online Service, you can acquire either. Not all Online Services or qualifying SLs are available under all volume licensing programs.

Definitions

Terms used in these Online Services Use Rights but not defined will have the definition provided in the agreement under which the Online Service was purchased (your "Volume Licensing agreement"). To the extent the following terms are not defined in your volume licensing agreement, the following definitions apply:

CAL means client access license.

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

Customer Support means all support or advice provided to you under your volume licensing agreement.

External Users means users that are not either you or your affiliates' employees, or your or your affiliates' on-site contractors or on-site agents.

Fixes means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to you when performing Customer Support to address a specific issue.

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.

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

Non-Microsoft Product means any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Online Services or elsewhere. It also includes any third-party branded software, data, service, website or other product made available by Microsoft through the Windows Azure Store, Gallery, or other feature of our Online Services. For any such third-party branded product, the terms governing your use of the Non-Microsoft Product will be as set forth in the Windows Azure Store, Gallery or other Online Service feature, as applicable.

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

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

Primary User means the user who uses the device more than 50% of the time in any 90 day period.

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

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

SL means subscription license.

Social Content means publicly available content collected from the social media networks, such as Twitter, Facebook, YouTube, and data indexing or data aggregation services. Social Content may contain personally identifiable information in response to your search queries. Social Content is not Customer Data.

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

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

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Your Use Rights

If you comply with your volume licensing agreement, you may use the software and Online Services as expressly permitted in these Online Services Use Rights. You have no right to continue to use the Online Services after the expiration, termination or cancellation of your SL.

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 to provide you the applicable Online Service. This does not apply to software or services we license you.

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 use your Customer Data or derive information from it for any advertising or other commercial purposes.

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. If compelled to disclose Customer Data to a third party, we will promptly notify you and provide a copy of the demand, unless legally prohibited. 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.

Terms Updates

We may update these terms from time to time. Changes to these terms that we introduce with updates or supplements to the Online Service or related software, are required by law, 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 will be governed by these terms without those updates during the lesser of either: 12 months from the time you first use it or the length of your committed term. We will endeavor to notify you of updates at least 30 days before they are generally effective. You agree to the terms updates by using the Online Service after we publish them in an updated version of these Online Services Use Rights or send you an email notice about the updates.

Online Service Updates

We may modify the features or update the Online Service and software at any time. After a modification or update, some previously available functionality or features may change or may no longer be available.

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 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 OR SOCIAL CONTENT

You agree that, other than as described in these terms, we have no obligation to continue to hold, export or return Customer Data or Social Content. You agree that we have no liability whatsoever for deletion of the Customer Data or Social Content 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 the 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/international-availability.aspx> or at an alternate site Microsoft identifies.

Responsibility for Your Accounts

You are responsible for all activities with your Online Service accounts including acts of users you provision and third parties that take place through your accounts or associated accounts. You must tell us right away about any possible misuse of your accounts or authentication credentials, or any security incident related to the Online Service.

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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. In some cases, the number of copies of the software you will be permitted to use or the number of devices on which you will be permitted to use the software will be limited as described in the service specific terms for the Online Service. Your right to use the software begins when the Online Service is activated and 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 to your devices updates or supplements to the software you license. Use of updates or supplements may be subject to additional terms that accompany them. You may not receive notice when we download the update.

Use of Other Web Sites, Applications and Services

You may need to use certain Microsoft web sites or services to access and use the Online Service. You may also choose to use certain Microsoft applications that you obtain from the Microsoft Office Store or other Microsoft or non-Microsoft marketplaces. If so, the terms of use associated with those web sites, applications or services, as applicable, apply to your use of them.

Third Party Content and Services

We are not responsible for any third party content or services 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). 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.

Third Party Scripts and Code

An Online Service may reference third party scripts or code. Those third party scripts or code are licensed to you by the third parties that own the code, not by Microsoft.

Referenced Third Party Software

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

No High Risk Use

The Online Service is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. Neither you nor your end users have the right to use the Online Service in any application or situation where the Online Service's failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). High Risk Use does not include utilization of the Online Service for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. You agree to indemnify and hold harmless Microsoft from any third-party claim arising out of the use of the Online Service in connection with any High Risk Use.

Acquired Rights

You will defend us against any claim that arises from (1) any aspect of the current or former employment relationship between you and any of your current or former personnel or contractors or under any collective agreements, including, without limitation, claims for wrongful termination, breach of express or implied employment contracts, or payment of benefits or wages, until dismissal costs, or redundancy costs, or (2) any obligations or liabilities whatsoever arising under the Acquired Rights Directive (Council Directive 2001/23/EC, formerly Council Directive 77/187/EEC as amended by Council Directive 98/59/EC) or any national laws or regulations implementing the same, or similar laws or regulations, (including the Transfer of Undertakings (Protection of Employment) Regulations 2006 in the United Kingdom) including a claim from your current or former personnel or contractors (including a claim in connection with the termination of their employment by us following any transfer of their employment to us pursuant to such laws or regulations).

You must pay the amount of any resulting adverse final judgment (or settlement to which you consent). This section provides our exclusive remedy for these claims. We must notify you promptly in writing of a claim subject to this section. We must (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You will reimburse us for reasonable out of pocket expenses that we incur in providing assistance.

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Non-Microsoft Products

Microsoft may make Non-Microsoft Products available to you through your use of Online Services or via other means. The use of this Non-Microsoft Product will be governed by separate terms between you and the third party providing that Non-Microsoft Product. For your convenience, Microsoft may include changes for the Non-Microsoft Product as part of your bill for Microsoft's Online Services. Microsoft, however, assumes no responsibility or liability whatsoever for the Non-Microsoft Product.

You are solely responsible for any Non-Microsoft Product 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 Product.

If you install or use any Non-Microsoft Product with the Online Service, then you, not Microsoft, direct and control the installation and use of it in the Online Services 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 Product outside of our relationship with you.

If you install or use any Non-Microsoft Product 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.

Educational Institutions

To the extent that you are an educational agency or institution to which FERPA regulations apply, Microsoft acknowledges that for the purposes of the Online Services Use Terms document, it will be designated as a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Microsoft agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. FERPA is the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

If you are an educational institution, you understand that Microsoft may have no or limited contact information for your students and students' parents in its possession. Consequently, you will be responsible for any parental consent for any end users' use of the Online Service as may be required by applicable law and convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of a judicial order or lawfully issued subpoena requiring the disclosure of Customer Data in Microsoft's possession as may be required under applicable law.

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.

For more information about how we may collect and use your information, see the following privacy statements, each of which governs for the applicable Online Service in the event of any conflict with these General Terms.:

- Azure Rights Management: <http://www.microsoft.com/online/legal/2?langid=en-us&docid=5>
- Bing Maps: <http://go.microsoft.com/fwlink?LinkID=248886>
- Forefront Online Protection for Exchange: <http://www.microsoft.com/online/legal/2?langid=en-us&docid=18>
- Microsoft Social Listening: <http://go.microsoft.com/fwlink?LinkID=389041>
- Microsoft Dynamics CRM Online: <http://go.microsoft.com/fwlink?LinkID=510140&docid=0x409>
- Office 365, OneDrive: <http://go.microsoft.com/fwlink?LinkID=212058&docid=0x409>
- Office 365 Pro Plus, Project Online, Project Pro for Office 365, and Visio Pro: <http://office.microsoft.com/en-us/office365/Default.aspx>
- Power BI for Office 365: <http://www.microsoft.com/privacy/statement/en-us/PowerBIOffice365/Default.aspx>
- System Center: <http://go.microsoft.com/fwlink?LinkID=329765>
- System Center Endpoint Protection: <http://go.microsoft.com/fwlink?LinkID=329765>
- Windows Azure: <http://go.microsoft.com/fwlink?LinkID=131004&docid=0x409>
- Windows Azure Active Directory Premium: <http://go.microsoft.com/fwlink?LinkID=131004&docid=0x409>
- Windows Intune: <http://go.microsoft.com/fwlink?LinkID=240296>
- Yammer Enterprise: <https://www.yammer.com/about/privacy>

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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.

For more information, see the following, as applicable:

- Exchange Hosted Services: <http://go.microsoft.com/fwlink/?linkid=137325>
- Microsoft Dynamics CRM Online: <http://go.microsoft.com/fwlink/?linkid=251057>
- Windows Azure services: See Windows Azure Trust Center for current information on security practices
- Windows Intune: http://download.microsoft.com/download/C/C/8/C8C60554-899F-4635-B731-1038287444C0/Windows_Intune_Privacy_and_Data_Protection_Overview.pdf
- Yammer: <https://www.yammer.com/privacy>

Service Level Agreement

A Service Level Agreement (SLA) applies to Online Services (except where specifically noted in the Service-specific terms for a service). For more information regarding the Online Services SLA, see <http://microsoft.com/licensing/contracts>.

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 decrees;
- to violate the rights of others;
- to try to gain unauthorized access to or disrupt any service, data, account or network;
- to spam or distribute malware;
- in a way that could harm the Online Service or impact anyone else's use of it; or
- for any High Risk Use.

Violation of the Acceptable Use Policy may result in suspension of the Online Service.

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 material hardship for Microsoft to continue operating the Online Service without modification, and/or causes Microsoft to believe these terms of 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 Online Services, you must acquire licenses to use the Online Service for evaluation purposes. This applies despite anything to the contrary in your volume license 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.

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.

License Reassignment

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

LIMITATIONS ON LICENSE REASSIGNMENT

Except as permitted below, you may not reassign licenses on a short-term basis (within 90 days of the last assignment).

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CONDITION ON LICENSE REASSIGNMENT

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

SPECIAL CONSIDERATIONS FOR CERTAIN PRODUCTS AND LICENSE TYPES

- **User/Device Subscription Licenses (SLs).** You may reassign a user or device SL on a short-term basis, to cover a user's absence or the unavailability of a device that is out of service. Reassignment of these licenses for any other purpose or timeframe must be permanent. This right does not apply to Windows Intune with Windows Desktop Operating System SLs.
- **Windows Intune with Windows Desktop Operating System SLs.** Subject to the general rule against short-term reassignment of licenses, you may reassign your license to a qualifying replacement device. A qualifying replacement device is a device to which you have assigned a license for and upon which you have installed the latest version of the Windows desktop operating system. You may reassign your license sooner if you retire the licensed device due to permanent hardware failure.
- **Windows Intune with Windows Desktop Operating System Buy-Out.** Despite anything to the contrary in the volume licensing agreement, you may not reassign perpetual Windows desktop operating system licenses you acquire under the Windows Intune with Windows Desktop Operating System buy-out option to replacement devices.
- **Reassignment of Add-on Licenses.** Licenses that are granted or acquired in connection with other qualifying licenses (e.g., MOCO) generally must be reassigned as and when the qualifying license is reassigned. See the Service-specific use rights for such offerings for details.

Product Activation

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

KMS AND MULTIPLE ACTIVATION KEY (MAK) ACTIVATION

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

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

For more information, see <http://www.microsoft.com/licensing/index.aspx?content=/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 terminate your activation if you do.

PROPER USE OF KMS

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

UNAUTHORIZED USE OF MAK OR KMS KEYS

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

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

Font Components

While you use an online service provided by Microsoft, you may use the fonts installed by that online service to display and print content. You may only embed fonts in content as permitted by the embedding restrictions in the fonts; and temporarily download them to a printer or other output device to print content.

Windows Software Components

The software includes one or more of the following Windows Software Components: Microsoft .NET Framework, Microsoft Data Access Components, PowerShell software and certain .dlls related to Microsoft Build, Windows Identity Foundation, Windows

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Library for JAVAScript, DebugHelp.dll, and Web Deploy technologies. All these are part of Windows software. Except as provided in Benchmark Testing below, the license terms for Microsoft Windows apply to your use of these components.

Benchmark Testing

SOFTWARE

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. This does not apply to Windows Server or .NET Framework (see below). If you offer online services, then by accessing or using the Online Services, you agree to waive (currently and prospectively) any competitive use, access and benchmark testing restrictions in the terms of use that govern your online services to the extent they are more restrictive than this paragraph.

MICROSOFT .NET FRAMEWORK

The software may include one or more components of the .NET Framework ("NET Components"). 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=65406>. 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=65406>.

Server Technology

If your edition of the software includes a SQL Server database software product ("SQL Server Database"), you may run, at any one time, one instance of SQL Server Database in one Physical or Virtual Operating System Environment on one Server to support the software. You may also use that instance of SQL Server Database to support other products that include any version of SQL Server Database. 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 Database.

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

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

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

Creating and Storing Instances

You may create and store any number of instances of the software on any of your servers or storage media solely to exercise your right to run instances of the software.

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/couling, nor use any Road Traffic Data or Birds 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>.

You may not:

- remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software; or
- 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.

System Center Packs

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

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Distributable Code

The Product 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 Online Services Use Rights may provide rights to other Distributable Code.

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

DISTRIBUTION REQUIREMENTS

For any Distributable Code you distribute, you must:

- add significant primary functionality to it in your programs;
- for any Distributable Code having a filename extension of .lib, distribute only the results of running such Distributable Code through a linker with your program;
- distribute Distributable Code included in a setup program only as part of that setup program without modification;
- require distributors and external end users to agree to terms that protect it at least as much as your volume licensing agreement, including these Online Services Use Rights and the Product List;
- display your valid copyright notice on your programs; and
- indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.

DISTRIBUTION LIMITATIONS

You may not:

- alter any copyright, trademark or patent notice in the Distributable Code;
- use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
- distribute Distributable Code, to run on a platform other than Microsoft operating systems, run-time technologies, or application platforms, except that JavaScript, CSS and HTML files included for use in web sites and web applications (as opposed to Windows Library for JavaScript files) may be distributed to run any platform;
- include Distributable Code in malicious, deceptive or unlawful programs; or
- modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form, or that others have the right to modify it.

Software Plus Services

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

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Service-Specific License Terms

Microsoft Dynamics CRM Online

Microsoft Dynamics CRM Online Essential

USER SLs

Required for each of your:

- Users who require Essential use access to the Online Service or related software. However, external users do not need the required SLs to access the Online Service unless using Microsoft Dynamics CRM clients.

Required SL:

- Microsoft Dynamics CRM Online Essential User SL, or
- Microsoft Dynamics CRM Online Essential User SL for Software Assurance

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Microsoft Dynamics CRM Online Basic

USER SLs

Required for each of your:

- Users who require Basic use access to the Online Service or related software. However, external users do not need the required SLs to access the Online Service unless using Microsoft Dynamics CRM clients.

Required SL:

- Microsoft Dynamics CRM Online Basic User SL, or
- Microsoft Dynamics CRM Online Basic User SL for Software Assurance

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Microsoft Dynamics CRM Online Professional

USER SLs

Required for each of your:

- Users who require Professional use access to the Online Service or related software. However, external users do not need the required SLs to access the Online Service unless using Microsoft Dynamics CRM clients.

Required SL:

- Microsoft Dynamics CRM Online Professional User SL, or
- Microsoft Dynamics CRM Online Professional User SL for Software Assurance

ADD-ON SLs for all Microsoft Dynamics CRM Online Services

When Required:

- For each gigabyte of storage in excess of storage provided with the Online Service

Required SL:

- Microsoft Dynamics CRM Online Add on Extra Storage

When required:

- For each production instance of Microsoft Dynamics CRM Online in excess of the production instance provided with the Essential edition of the Online Service or the instance provided with the Basic and Professional editions.

Required SL:

- Microsoft Dynamics CRM Online Add on Extra Production Instance

When required:

- For each non-production instance of Microsoft Dynamics CRM Online provided with the Online Service

Required SL:

- Microsoft Dynamics CRM Online Add on Extra Non-production Instance

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Microsoft Dynamics CRM Online Enterprise

USER SLs

Required for each of your:

- Users who require Enterprise use access to the Online Service or related software. However, External users do not need the required SLs to access the Online Service unless using Microsoft Dynamics CRM clients.

Required SL:

- Microsoft Dynamics CRM Online Enterprise User SL

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ADD-ON SLs for all Microsoft Dynamics CRM Online Services

When Required:

- For each gigabyte of storage in excess of storage provided with the Online Service

Required SL:

- Microsoft Dynamics CRM Online Add on Extra Storage

When required:

- For each production instance of Microsoft Dynamics CRM Online in excess of the production instance provided with the Essential edition of the Online Service or the instance provided with the Basic and Professional editions.

Required SL:

- Microsoft Dynamics CRM Online Add on Extra Production Instance

When required:

- For each non-production instance of Microsoft Dynamics CRM Online provided with the Online Service

Required SL:

- Microsoft Dynamics CRM Online Add on Extra Non-production Instance

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Microsoft Dynamics Marketing Enterprise

USER SLs

Required for each of your:

- Users who require Enterprise use access to the Online Service or related software.

Required SL:

- Microsoft Dynamics Marketing Enterprise User SL, or
- Microsoft Dynamics CRM Online Enterprise User SL

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Microsoft Social Listening Professional

USER SLs

Required for each of your:

- Users who require Professional use access to the Online Service or related software.

Required SL:

- Microsoft Social Listening Professional User SL, or
- Microsoft Dynamics CRM Online Professional User SL, or
- Microsoft Dynamics CRM Online Enterprise User SL, or
- Microsoft Dynamics CRM Online Professional User SL for Software Assurance

ADD-ON SLs for all Microsoft Social Listening Services

When Required:

- For Additional 10,000 Impressions or documents per month in excess of 10,000 Impressions or documents/month.

Required SL:

- Microsoft Social Listening Add on Extra Storage

When required:

- For Additional 100,000 Impressions or documents per month in excess of 10,000 Impressions or documents/month.

Required SL:

- Microsoft Social Listening Add on Extra Storage

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documents/month

- When required:**
- For Additional 1,000,000 documents per month in excess of 10,000 impressions or documents/month

Required SL:

- Microsoft Social Listening Add on Extra Storage

[Table of Contents: General Terms](#)**Terms that apply to Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing and Microsoft Social Listening:**

APPLICABLE NOTICES: The Bing Maps and Customer Support Notices in Appendix 1 apply.

LIMITATIONS

We may establish limits on your use of the Online Services.

SOCIAL CONTENT

Social content may be subject to intellectual property rights of third parties. You have limited rights to reproduce, display and distribute Social Content collected through Microsoft Dynamics CRM Online and Microsoft Social Listening for your internal business purposes only.

Additional Terms that apply only to Microsoft Social Listening and Microsoft Dynamics Marketing:**SERVICE LEVEL AGREEMENT: NO****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. Microsoft assumes no responsibility, liability or obligation to indemnify whatsoever for your use of Social Content.

Additional Terms that apply only to Microsoft Social Listening:**SOCIAL CONTENT**

We reserve the right to:

- store Social Content in a database commingled with content aggregated from other sources by other licensees;
- access, edit or delete Social Content in response to a request from a social media network, data indexing or data aggregation service, Social Content owner or a take down request under the Digital Millennium Copyright Act; if you export Social Content, we may instruct you to edit or delete Social Content; and
- delete or restrict further access to Social Content after the Online Service has been terminated or expires.

[Table of Contents: General Terms](#)**Office 365 Applications****Office 365 ProPlus****OFFICE 365 APPLICATIONS USER SLs****Required for each of your:**

- Users who access the Online Service or related software

Required SL:

- Office 365 ProPlus User SL, or
- Office 365 Enterprise E3-E4 User SL, or
- Office 365 ProPlus A User SL, or
- Office 365 Education A3-A4 User SL, or
- Office 365 ProPlus G User SL, or
- Office 365 Government G3-G4 User SL, or
- Office 365 Midsize Business User SL

Additional Terms that apply only to Office 365 ProPlus (the additional terms below apply to all Office 365 Applications):

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APPLICABLE NOTICES: The Bing Maps Notice in Appendix 1 applies.

SMARTPHONE AND TABLET DEVICES

- Each user to whom you assign a User SL may also activate Microsoft Office Mobile software to create, edit, or save documents on up to five of their smartphones and five of their tablets.
- The terms of use included with your Microsoft Office Mobile software controls to the extent of any conflict with these Online Services Use Rights.
- Your right to install and use Microsoft Office Mobile software on your devices does not create or extend any warranty or support obligation for the hardware or other software running on your devices.

Please also see "Use of Other Web Sites, Applications and Services" for Online Services under this Online Services Use Rights document.

OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE

- Your user SL modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
- You may permit the user to whom you assign the user SL to use Office Home & Student 2013 RT as provided here during the term of your Subscription.
- Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.
- Acquisition of the service does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

LICENSE TERMS FOR OFFICE WEB APPS SERVER 2013

If Office Web Apps Server 2013 software is included with your Office 365 ProPlus subscription licensed under a volume license agreement, your use of it is subject to the terms that come the Office Web Apps Server 2013 software. You must accept those license terms in order to use the software. This does not apply if you license under the Microsoft Online Subscription Agreement or the Microsoft Agreement for Online Services.

[Table of Contents: General Terms](#)**Project Pro for Office 365****USER SLs****Required for each of your:**

- Users who access the Online Service or related software

Required SL:

- Project Pro for Office 365 User SL, or
- Project Online with Project Pro for Office 365 User SL

[Table of Contents: General Terms](#)**Visio Pro for Office 365****USER SLs****Required for each of your:**

- Users who access the Online Service or related software

Required SL:

- Visio Pro for Office 365 User SL

[Table of Contents: General Terms](#)**Additional Terms that apply to all Office 365 Applications:****SERVICE LEVEL AGREEMENT: NO****INSTALLATION AND USE RIGHTS**

- Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSes.
- The licensed user may also use the software activated by another user under a different User SL.
- Each user may also use one of the five activations on a network server with the Remote Desktop Services (RDS) role enabled. See the Product List for deployment options when using RDS. This does not apply if you license under the Microsoft Online Subscription Agreement or the Microsoft Agreement for Online Services.

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4. You may allow other users to remotely access the software solely to provide support services.

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 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

SUBSCRIPTION VALIDATION

Microsoft will 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/windows7/updates>, using the software, you consent to the transmission of the information described in this section.

MEDIA ELEMENTS AND TEMPLATES

Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) 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 (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

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Office 365 Services

Data Loss Prevention

USER SLs**Required for each of your:**

- Users whose Customer Data is processed by the Online Service or related software.

Required SL:

- Enterprise CAL Suite (User or Device)², or
 - Enterprise CAL Bridge for Office 365 (User or Device)¹, or
 - Enterprise CAL Bridge for Windows Intune (User or Device)¹, or
 - Enterprise CAL Bridge for Office 365 and Windows Intune (User or Device)¹, or
 - Exchange Server 2013 Enterprise CAL (User or Device)¹
- ¹ with active Software Assurance coverage. For customers who are licensed for the Online Service by Device, all users of the Licensed Device are licensed for the Online Service.

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Duet Enterprise Online for Microsoft SharePoint and SAP

USER SLs**Required for each of your:**

- Users who access the service or related software

Required SL:

- Duet Enterprise Online User SL

Additional Terms:**DEFINITIONS**

"Duet Enterprise Online for Microsoft SharePoint and SAP" means the provision by Microsoft of the Operating System Environment and physical hardware and equipment needed to host the Duet Enterprise product that you have licensed from a third party. Duet Enterprise Online does not include the Duet Enterprise product itself which you have licensed from a third party.

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NON-MICROSOFT PRODUCTS

Duet Enterprise Online for Microsoft SharePoint and SAP is designed to allow you to connect to and use data from certain third party products. Such data and third party products are subject to the Non-Microsoft Products terms in the General License Terms.

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Exchange Hosted Encryption

USER SLs**Required for each of your:**

- Users whose Customer Data is processed and stored by the Online Service or related software

Required SL:

- Exchange Hosted Encryption User SL

Additional Terms:**LICENSE TERMS UPDATES**

Except as follows, during the current term of your applicable enrollment or volume licensing 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 Online Services Use Rights or send you an email about the updates.

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Exchange Online Archiving for Exchange Online

USER SLs**Required for each of your:**

- Users whose Customer Data is processed and stored by the Online Service or related software

Required SL:

- Exchange Online Archiving User SL (for Exchange Online), or
- Exchange Online Archiving A User SL (for Exchange Online), or
- Exchange Online Archiving G User SL (for Exchange Online)

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Exchange Online Archiving for Exchange Server

USER SLs**Required for each of your:**

- Users whose Customer Data is processed and stored by the Online Service or related software

Required SL:

- Exchange Online Archiving User SL, or
 - Exchange Online Archiving A User SL, or
 - Exchange Online Archiving G User SL, or
 - Enterprise CAL Suite (User or Device)¹, or
 - Enterprise CAL Bridge for Office 365 (User or Device)¹, or
 - Enterprise CAL Bridge for Windows Intune (User or Device)¹, or
 - Enterprise CAL Bridge for Office 365 and Windows Intune (User or Device)¹
- ¹ with active Software Assurance coverage. Customers who are licensed for the Online Service by Device and have more than one mailbox per Licensed Device, must acquire separate User SLs (1:1) to cover those mailboxes.

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Use with EXCHANGE SERVER 2013 STANDARD CAL

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

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Exchange Online Kiosk

USER SLs

Required for each of your:

- Users who access the Online Service or related software

Required SL:

- Exchange Online Kiosk User SL, or
- Office 365 Enterprise K1 User SL, or
- Exchange Online Kiosk G User SL, or
- Office 365 Government K1G User SL

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Exchange Online Plan 1

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 Enterprise E1, E3, or E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Education A2-A4 User SL, or
- Exchange Online Plan 1A-2A User SL, or
- Office 365 Education A2-A4 User SL, or
- Exchange Online Plan 1G-2G User SL, or
- Office 365 Government G1, G3, or G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL, or
- Office 365 Midsize Business User SL

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Exchange Online Plan 2

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 Enterprise E3-E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Exchange Online Plan 2A User SL, or
- Office 365 Education A3-A4 User SL, or
- Exchange Online Plan 2G User SL, or
- Office 365 Government G3-G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL

Additional Terms:

Exchange Online Plan 2 is a successor Online Service to Exchange Hosted Archive.

If you renew from Exchange Hosted Archive into Exchange Online Plan 2 and have not yet migrated to Exchange Online Plan 2, your licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 Product Use Rights until your migration to Exchange Online Plan 2 and the expiration of your Exchange Online Plan 2 User SLs (whichever is earlier).

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Exchange Online Protection

USER SLs

Required for each of your:

- Users whose Customer Data is processed by the Online Service or related software

Required SL:

- Exchange Online Kiosk User SL, or
- Exchange Online Plan 1 User SL, or
- Exchange Online Plan 2 User SL, or
- Exchange Online Protection User SL, or
- Exchange Online Protection A User SL, or
- Exchange Online Protection G User SL, or
- Enterprise CAL Suite (User or Device)¹, or
- Enterprise CAL Bridge for Office 365 (User or Device)¹, or
- Enterprise CAL Bridge for Windows Intune (User or Device)¹, or
- Enterprise CAL Bridge for Office 365 and Windows Intune (User or Device)¹, or
- Exchange Server 2013 Enterprise CAL (User or Device)¹, or
- Office 365 Enterprise K1 User SL, or
- Office 365 Enterprise E1 User SL, or
- Office 365 Enterprise E3 User SL, or
- Office 365 Enterprise E4 User SL

¹ with active Software Assurance coverage.

Shared, resource, and application-based mailboxes do not require a license for Exchange Online Protection.

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Forefront Online Protection for Exchange

USER SLs

Required for each of your:

- Users whose Customer Data is processed by the Online Service or related software

Required SL:

- Forefront Online Protection for Exchange 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 2013 Enterprise CAL (User)¹, or
 - Forefront Protection Suite (User)
- ¹ with active Software Assurance coverage and pertaining to service subscriptions initiated prior to March 1, 2013. Licenses and Software Assurance acquired by customers who have not been provisioned for the service prior to March 1, 2013 do not permit use of the service; however, those licenses and Software Assurance will permit use of the successor service, Exchange Online Protection.

DEVICE SLs

Required for each of your:

- Devices whose Customer Data is processed by the Online Service or related software

Required SL:

- Forefront Online Protection for Exchange Device SL, or
- Enterprise CAL Suite (Device)¹, or
- Enterprise CAL Bridge for Office 365 (Device)¹, or

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- Enterprise CAL Bridge for Windows Intune (Device)¹, or
 - Enterprise CAL Bridge for Office 365 and Windows Intune (Device)¹, or
 - Exchange Server 2013 Enterprise CAL (Device)¹, or
 - Forefront Protection Suite (Device)¹
- ¹ with active Software Assurance coverage and pertaining to service subscriptions initiated prior to March 1, 2013. Licensees and Software Assurance acquired by customers who have not been provisioned for the service prior to March 1, 2013, do not permit use of the service; however, those licensees and Software Assurance will permit use of the successor service, Exchange Online Protection.

Additional Terms:**LICENSE TERMS UPDATES**

Except as follows, during the current term of your applicable enrollment or volume licensing 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 Online Services 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.

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Lync Online Plan 1**USER SLs****Required for each of your:**

- Users who access the Online Service or related software.

Required SL:

- Lync Online Plan 1-2 User SL, or
- Office 365 Enterprise E1, E3, or E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Lync Online Plan 1A-2A User SL, or
- Office 365 Education A2-A4 User SL, or
- Lync Online Plan 1G-2G User SL, or
- Office 365 Government G1, G3, or G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL, or
- Office 365 Midsize Business User SL, or
- Live Meeting Professional User SL, or
- Live Meeting Standard User SL

Additional Terms:**APPLICABLE NOTICES**

The Recording and the H.264/MPEG-4 AVC and/or VC-1 Notices in Appendix 1 apply.

MICROSOFT SILVERLIGHT SOFTWARE

Lync 2010 includes Silverlight. Silverlight may include H.264/MPEG-4 AVC and/or VC-1 decoding technology.

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Lync Online Plan 2**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

Required SL:

- Lync Online Plan 2 User SL, or
- Lync Online Plan 2A User SL, or
- Lync Online Plan 2G User SL, or
- Office 365 Education A2-A4 User SL, or

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- 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.

- Office 365 Enterprise E1, E3 or E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Government G1, G3, or G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL, or
- Office 365 Midsize Business User SL, or
- Live Meeting Professional User SL, or
- Live Meeting Standard User SL

¹ As a limited time offer, customers licensed for Office 365 Education A2, A3, or A4 will receive one licensed copy of Lync 2013 (or Lync for Mac 2011) at no cost with each user subscription license to Office 365 Education A2, A3, and A4. The software may only be used with Office 365 Education A2, A3, A4 (which includes Lync Online), and all rights to use the software will terminate upon expiration of the underlying subscription license or migration to the next major new version of Office 365 Education A2, A3, A4 and Lync Online, whichever comes first.

Additional Terms:**APPLICABLE NOTICES**

The Recording, H.264/AVC, MPEG-4 AVC, and/or VC-1 Notices in Appendix 1 apply.

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Office 365 Developer**USER SLs****Required for each of your:**

- Users who access the Online Service or related software.
- Your and users do not need required SL to access the Online Services to perform acceptance tests or provide feedback on your programs.

Required SL:

- Office 365 Developer User SL

Additional Terms:**SERVICE LEVEL AGREEMENT: NO**

Each user to whom you assign a User SL may use the Online Service to design, develop, and test your applications to make them available for your Office 365 online services, on-premises deployments or for the Microsoft Office Store. The Online Service is not licensed for production use.

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Office 365 Small Business**USER SLs****Required for each of your:**

- Users who access the Online Service or related software.
- External Users invited to site collections via Share-By-Mail functionally, up to a maximum of 500 external users per tenant, do not need User SLs for that purpose.

Required SL:

- Office 365 Small Business User SL

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Office 365 Small Business Premium

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USER SLs

Required for each of your:

- Users who access the Online Service or related software.
- External Users invited to site collections via Share-by-Mail functionality, up to a maximum of 500 external users per tenant, do not need User SLs for that purpose.

Required SL:

Office 365 Small Business Premium User SL

Additional Terms:

TERMS FOR YOUR USE OF OFFICE APPLICATIONS:

STALATION AND USE RIGHTS

- Each user to whom you assign a User SL may activate the software for local or remote use on up to five concurrent OSes.
- The licensed user may also use the software activated by another user under a different User SL.
- You may allow other users to remotely access the software solely to provide support services.

SMARTPHONE AND TABLET DEVICES

- Each user to whom you assign a User SL may activate Microsoft Office Mobile software to create, edit, or save documents on up to five of their smartphones and five of their tablets.
- The terms of use included with your Microsoft Office Mobile software controls to the extent of any conflict with these Online Services Use Rights.*
- Your right to install and use Microsoft Office Mobile software on your smartphone devices does not create or extend any warranty or support obligation for the hardware or other software running on your smartphone devices.

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 30 days. If a user does not comply with this requirement, the functionality of the software may be affected.

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?ad>, using the software, you consent to the transmission of the information described in this section.

MEDIA ELEMENTS AND TEMPLATES

Microsoft grants you a license to copy, distribute, perform and display media elements (images, clip art, animations, sounds, music, video clips, templates and other forms of content) included with the software and the Office web apps in projects and documents, except that you may not: (i) sell, license or distribute copies of any media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) 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 (iv) create obscene or scandalous works using the media elements. Other media elements, which are accessible on Office.com or on other websites through Office features, are governed by the terms on those websites.

OFFICE HOME & STUDENT 2013 RT COMMERCIAL USE

- Your user SL modifies your right to use the software under a separately acquired Office Home & Student 2013 RT license, by waiving the prohibition against commercial use of the software.
- You may permit the user to whom you assign the User SL to use Office Home & Student 2013 RT as provided here during the term of your Subscription.
- Except for the allowance for commercial use of the software, all use remains subject to the terms and use rights provided with the Office Home & Student 2013 RT License.

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- Acquisition of the service does not create or extend any warranty or support obligation under the Office Home & Student 2013 RT license.

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Office Online

USER SLs

Required for each of your:

- Users who access the Online Service or related software
- External users invited to site collections via Share-by-Mail functionality do not need User SLs.

Required SL:

- Office Online User SL, or
 - Office 365 Enterprise K1 User SL, or
 - Office 365 Education A2-A4 User SL, or
 - Office 365 Enterprise E1, E3 or E4 User SL, or
 - Office 365 Enterprise E3-E4 without ProPlus User SL, or
 - Office 365 Government K1G User SL, or
 - Office 365 Government G1, G3, or G4 User SL, or
 - Office 365 Government G3-G4 without ProPlus User SL, or
 - Office 365 Multisize Business User SL
 - Office 365 ProPlus User SL, or
 - Office Professional Plus, or
 - Office Standard, or
 - Office for Mac Standard¹
- ¹with active Software Assurance coverage

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Power BI for Office 365

USER SLs

Required for each of your:

- Users who access the Online Service or related software.

Required SL:

- Power BI for Office 365 User SL, or
- Power BI for Office 365 A User SL

Additional Terms:

APPLICABLE NOTICE: Bing Maps Notice in Appendix 1 applies.

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Project Lite

USER SLs

Required for each of your:

- Users who access the service or related software

Required SL:

- Project Lite User SL

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Project Online

USER SLs

Required for each of your:

- Users who access the service or related software

Required SL:

- Project Online User SL

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Additional Terms:**SHAREPOINT ONLINE**

Your Project Online service requires the use of SharePoint Online Plan 2, which will be provisioned for you as part of the Project Online service. You may use such SharePoint Online Plan 2 service only in conjunction with your permitted use of Project Online, and only for the purpose of supporting the functionality for which you use Project Online. You have no other rights to use SharePoint Online Plan 2 under these license terms.

SharePoint Online Kiosk[Table of Contents: General Terms](#)**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 Enterprise K1 Users who access the Online Service to create and edit Office documents. No other access and use of the service is permitted. External Users invited to site collections via Share-by-Mail functionality do not need User SLs.

Required SL:

- Office 365 Enterprise K1 User SL, or
- Office 365 Government K1G User SL

SharePoint Online Plan 1[Table of Contents: General Terms](#)**USER SLs****Required for each of your:**

- Authenticated users who access the Online Service or related software. However, you may not access InfoPath, Excel Services, Visio Services, Enterprise Search, E-discovery, or Business Connectivity Services. External Users invited to site collections via Share-by-Mail functionality do not need User SLs.

Required SL:

- SharePoint Online Plan 1 User SL, or
- SharePoint Online Plan 2 User SL, or
- Office 365 Education A2-A4 User SL, or
- Office 365 Enterprise E1, E3-E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- SharePoint Online Plan 1G User SL, or
- SharePoint Online Plan 2G User SL, or
- Office 365 Government G1, G3, or G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL, or
- Office 365 Midsize Business User SL

ADD-ON SLs**When Required:**

- For each one gigabyte of storage in excess of storage provided with User SLs

Required SL:

- Office 365 Extra File Storage Add-on SL

SharePoint Online Plan 2[Table of Contents: General Terms](#)**USER SLs****Required for each of your:**

- Authenticated users who access the Online Service or related software. External Users invited to site collections via Share-by-Mail functionality do not need User SLs.

Required SL:

- SharePoint Online Plan 2 User SL, or
- SharePoint Online Plan 2A User SL, or
- SharePoint Online Plan 2G User SL, or

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- Office 365 Education A3-A4 User SL, or
- Office 365 Enterprise E3-E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Government G3-G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL

ADD-ON SLs**When required:**

- For each one gigabyte of storage in excess of storage provided with User SLs

Required SL:

- Office 365 Extra File Storage Add-on SL

OneDrive for Business[Table of Contents: General Terms](#)**USER SLs****Required for each of your:**

- Users who access the Online Service or related software.

Required SL:

- OneDrive for Business User SL
- OneDrive for Business G User SL

ADD-ON SLs**When required:**

- For each one gigabyte of storage in excess of storage provided with User SLs

Required SL:

- Office 365 Extra File Storage Add-on SL

Windows Azure Services[Table of Contents: General Terms](#)**Windows Azure Services****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, usage fees as described in the Product List.

Required SL:

- By electing to be provisioned for the Online Service, you are licensed to use it.

Additional Terms:

APPLICABLE NOTICES: The Customer Support, Data Transfer, H.264/AVC Visual Standard, the VC-1 Video Standard, the MPEG-4 Visual Standard and the MPEG-2 Video, and Potentially Unwanted Software Notice 1 (relevant to Windows Server software) Notices in Appendix 1 apply.

SERVICE LEVEL AGREEMENT: See <http://www.windowsazure.com/en-us/support/sla/>.

DEFINITIONS

"Customer Solution" means an application or any set of applications that adds primary and significant functionality to the Windows Azure Services.

"End User" means any user of a Customer Solution, or any person you permit to access data stored on Microsoft systems.

"Windows Azure Services" means one or more of the Windows Azure services and features licensed by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Windows Azure Marketplace and Windows Azure Active Directory Premium (which are sold separately).

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LICENSE RIGHTS

We grant you the right to access and use the Windows Azure Services and to install and use Software included with your Subscription, as further described in your Volume Licensing agreement. You may create and maintain a Customer Solution, which you may permit third parties to access and use provided the Customer Solution adds material functionality to the Windows Azure Services and is not primarily a substitute for the Windows Azure Services.

ADDITIONAL LIMITATIONS

You shall not:

- resell or redistribute the Windows Azure Services, or
- allow multiple users to directly or indirectly access any Windows Azure Service feature that is made available on a per user basis other than through a user account that is exclusively assigned to a single user. Specific terms governing reassignment applicable to the Windows Azure Service feature may be provided in supplemental documentation for the feature.

ADDITIONAL WINDOWS AZURE SERVICES

- From time to time, Microsoft may make available new Windows Azure Services and features. You will be notified of the price for such new service and features and you will only be charged to the extent you elect to use them.

TERMINATION OF FEATURES

Microsoft will provide you with 12 months prior notice before removing any material feature or functionality, unless security, legal or system performance considerations require an expedited termination. This does not apply to beta, technical preview, or other pre-release features.

DATA RETENTION AFTER EXPIRATION OR TERMINATION

The expiration or termination of your Online Service subscription will not change your obligation to pay for hosting of your Customer Data during any retention period.

HOSTING EXCEPTION

Despite anything to the contrary in your volume licensing agreement, you may combine the Online Service with Customer Data, owned or licensed by you or a third party, to create a solution using the Online Service and the Customer Data together. That solution must add material functionality to the Windows Azure services such that that solution is not primarily a substitute for the Windows Azure services. You may permit third parties to access and use the Online Service in connection with use of that solution. However, you are responsible for that use and for ensuring that these terms and the terms and conditions of your volume licensing agreement are met.

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-premises 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:

Limitations on Use. You may not use the following functionality in the software:

• Rights Management Services

Remote Desktop Services. Remote Desktop Services (RDS) Subscriber Access Licenses (SALS) and RDS User CALs with Extended Rights through Software Assurance may be used to deliver graphical user interface functionality on Windows Azure virtual machines subject to the license terms under which they are licensed. Hosting Windows desktop operating systems with Virtual Desktop Infrastructure (VDI) through Operating System virtualization is not permitted on Windows Azure virtual machines.

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 owned or licensed by you or a third party.

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 "Windows Software Components," "Benchmark Testing" and "SQL Server Reporting Services Map Report Item" provisions in the General Terms.

WINDOWS AZURE IMPORT/EXPORT SERVICES

Your use of the Import/Export Service is conditioned upon your compliance with all instructions provided by Microsoft with respect to the preparation, treatment and shipment of the physical media containing your data (storage media), which will be provided to you via email or at <http://go.microsoft.com/fwlink/?LinkID=250190&cid=424263>. You are solely responsible for ensuring the storage media and data are provided in compliance with all laws and regulations. All incoming storage media will be shipped DDP data center (INCOTERMS 2010), and you are responsible for all costs of shipping and carriage, including without limitation insurance, customs declarations, import and export declarations, taxes, duties and fees. Customs declarations, import and export declarations, taxes, duties and fees.

Exported storage media will be shipped EX Works data center (INCOTERMS 2010) and you are responsible for all costs of shipping and carriage, including without limitation insurance, customs declarations, import and export declarations, taxes, duties and fees. You are responsible for ensuring that the data exported on storage media is permitted to be shipped to the location you provide.

You agree that Microsoft has no duty with respect to the storage media and the data contained therein and no liability for lost, damaged or destroyed storage media. You are solely responsible for taking any precautions to protect the storage media and data contained therein, including without limitation: encrypting data, tamper-proof packaging, shipping insurance, data backup, and data redundancy.

Store

Windows Azure enables you to access or purchase Non-Microsoft Products under a unified provisioning and billing framework through features such as Windows Azure Store and the Virtual Machine gallery ("Store").

1. **Broker/Dealer.** Non-Microsoft Products made available via the Store may contain financial data. Microsoft is not a broker/dealer or registered investment advisor under U.S. federal securities laws or securities laws of other jurisdictions and does not advise individuals as to the advisability of investing in, purchasing, or selling securities or other financial products or services. Nothing contained in the Store is an offer or solicitation to buy or sell any security. Neither Microsoft nor its licensors or stock quotes or index data endorse or recommend any particular financial products or services. Nothing in the Store, including any datasets or financial applications, are intended to be professional advice, including but not limited to, investment or tax advice.

2. **Application Programming Interfaces.** We may make available application programming interfaces ("Store APIs") for use with the Store. If you use any Store APIs to purchase or access Non-Microsoft Products, you (a) agree to do so only on your own behalf, and (b) are responsible for reviewing and complying with the applicable publisher terms of use, which may change from time to time.

3. **Throttling.** Microsoft may limit the number of requests that you can make to the Store to protect our system or to enforce reasonable limits on your use of the Store. Additionally, publishers may place restrictions on the number of requests that you can make to their respective content, which will be enforced by Microsoft ("Specific Throttling"). Specific Throttling limits may be displayed on the publisher's content detail page for which they apply. The Specific Throttling limits may be changed at any time, with or without notice.

4. **Purchasing Non-Microsoft Products.** When you purchase Non-Microsoft Products that we make available through the Store, you agree to the following terms:

- (i) You agree to pay Microsoft or, if applicable, your reseller, the applicable fees and amounts related to the purchase of Non-Microsoft Products. If you have provided a payment method to Microsoft, you authorize Microsoft to charge the payment method that you provided to us.
- (ii) You will be billed for Non-Microsoft Products purchased from the Store
 - (a) according to the invoice terms, if any, of your volume licensing agreement, or
 - (b) depending on the payment method you have provided to Microsoft, (1) in advance; (2) at the time of purchase; or (3) after you purchase.

You will be billed on a recurring basis for subscription-type products and may be charged up to the amount you have approved. You will be notified in advance of any change in the amount to be charged for recurring subscription-type products. We may bill you for purchases within previous billing periods if such purchases were not previously processed.
- (iii) The price stated for the Non-Microsoft Products excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges.

- (iv) We may suspend or cancel your access to the Non-Microsoft Products purchased through us if an on-time, full payment from you is not received. Suspension or cancellation of access for non-payment could result in a loss of your use of your account and content.
- (v) If you purchase a subscription to Windows Azure Services via the portal at www.windowsazure.com ("Portal"), you can access and change your billing account information and payment method through the Portal. You also agree to permit Microsoft to use any updated account information regarding your payment method provided by your issuing bank or the applicable payment network (if paying by a card or another online payment method). You agree to keep your billing account information current at all times. Changes made to your billing account won't affect charges we submit to your billing account before we could reasonably act on your changes to your billing account. If the primary method you have designated for a particular service is unavailable or invalid for any reason, you authorize us to charge any other payment method you may have on file with us. We will provide you with a list of charges through <https://account.windowsazure.com>, where you can view and print your charges. This is the only billing statement that we provide. It is your responsibility to print or save a copy, and retain such copy for your records. Any usage or spend amounts displayed anywhere other than in a final invoice are only estimates and may not include recent activity or may comprise projections based on previous usage patterns.
- (vi) If you take part in any free trial period offer relating to a Non-Microsoft Product, you must cancel any subscription by the end of the trial period to avoid incurring charges, unless you are notified otherwise. If you don't cancel your subscription to the Non-Microsoft Products at the end of the free trial period, you may be charged for the Non-Microsoft Products at the then-current prices.
- (vii) If the Non-Microsoft Product you purchased is no longer going to be offered at the same price, the party providing that product may choose to either continue to provide you with the product at the same price, or discontinue the applicable offering for that Non-Microsoft Product. You will be provided advance notice of such wind-down of a Non-Microsoft Product offering.
- (viii) If the Non-Microsoft Product you purchased is a subscription with an automatic renewal option, upon notice, your subscription(s) we may automatically renew and you may be charged for any renewal term, unless you cancel prior to the renewal date.
- (ix) If you discover an error on your bill in connection with a Non-Microsoft Product purchased through the Store, you must tell us (or your reseller, if any) within 120 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not provide notice within that time, you release us (and your reseller, if any) from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If we have identified a billing error, we will correct that error within 90 days.
- (x) Unless otherwise provided by law, all charges are non-refundable unless stated otherwise and the costs of any returns will be at your expense.
- (xi) Cancellation of any subscription to a Non-Microsoft Product is subject to the terms between you and the party providing the product. If cancellation is allowed, you may continue to access any cancelled subscription until the end of your then-current billing period, but you will not be charged again for that subscription. Cancellation of the subscription by you will not alter your obligation to pay all charges or any amounts otherwise due.
- (xii) You must pay for all reasonable costs incurred to collect any past due amounts. These include reasonable attorneys' fees and other legal fees and costs.
- (xiii) If you are owed a payment, then you agree to timely and accurately provide any information necessary to get that payment to you. You are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions placed on your right to any payment. If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate in any efforts to do this. We may also reduce the payment to you without notice to adjust for any previous overpayment.

Windows Intune and Related Online Services

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Windows Azure Active Directory Premium

USER SLA

Required for each of your:

- Users who access the service or related software
- Users whose Customer Data is processed by the

Required SL:

- Windows Azure Active Directory Premium User SL, or

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Online Service or related software

- Enterprise Mobility Suite User SL

FOREFRONT IDENTITY MANAGER SOFTWARE

These additional terms apply to the Forefront Identity Manager software included with a User SL.

1. You may not copy or distribute any data set (or any portion of a data set) included in the software.
2. To the extent permitted by law, Microsoft may monitor your use of Forefront Identity Manager and remove or disclose your information or materials in order to ensure your compliance with your volume licensing agreement, satisfy any legal requirements or process, or protect Microsoft's rights or the rights of others.
3. The Forefront Identity Manager software may include additional software which is identified by an accompanying notice. You may run or otherwise use any number of instances of additional software in physical or virtual OSes on any number of devices. You may use those instances only with the software. Use of any instance with the software may be indirect, through other additional software, or direct.

Terms of License: Your right to use the software under a User SL license is non-perpetual; you may not access or use the software after your Windows Azure Active Directory Premium subscription ends.

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Windows Intune (per user)

USER SLs

Required for each of your:

- Users that access the Online Service or related software

ADD-ON SLs

When Required:

- For each one gigabyte of storage in excess of storage provided with the base subscription

Required SL:

- Windows Intune User SL

Required SL:

- Windows Intune Extra Storage Add-on SL

Additional Terms:

APPLICABLE NOTICE: the Data Transfer Notice in Appendix 1 applies.

INCLUDED TECHNOLOGIES: Windows Software Components, SQL Server Reporting Services Map Report Item, SQL Server Technology (See General License Terms) (relevant to System Center Configuration Manager software)

Each user to whom you assign a User SL may access and use the Online Service and related software (including System Center software) to manage up to five devices at a time.

SYSTEM CENTER SOFTWARE

These additional terms apply to the System Center software included with a User SL.

4. You may not copy or distribute any data set (or any portion of a data set) included in the software.
5. To prevent its unlicensed use, certain features of the System Center Endpoint Protection component of the Online Service may be disabled upon the expiration or termination of your subscription. If you renew your right to use the Online Service, we will provide you with the means to extend that date.
6. We may substitute comparable software and files for System Center Endpoint Protection's anti-virus and anti-spam software and signature and content filtering data files.
7. To the extent permitted by law, Microsoft may monitor your use of System Center Endpoint Protection and remove or disclose your information or materials in order to ensure your compliance with your volume licensing agreement, satisfy any legal requirements or process, or protect Microsoft's rights or the rights of others.
8. The System Center software may include additional software which is identified by an accompanying notice. You may run or otherwise use any number of instances of additional software in physical or virtual OSes on any number of devices. You may use those instances only with the software. Use of any instance with the software may be indirect, through other additional software, or direct.

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Terms of License: Your right to use the software under a User SL license is non-perpetual; you may not access or use the software after your Windows Intune subscription ends.

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Windows Intune with Windows Desktop Operating System (per user)

USER SLs

Required for each of your:

- Users that access the Online Service or related software

Required SL:

Windows Intune with Windows Desktop Operating System (per user) User 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:

APPLICABLE NOTICE

The Data Transfer Notice, H.264/AVC Visual Standard, MPEG-2 Video Standard, MPEG-4 Visual Standard, VC-1 Visual Standard, Potentially Unwanted Software (Notices 1 & 11) and Windows 8.1 (relevant to Windows Desktop Operating System software) Notices in Appendix 1 apply.

INCLUDED TECHNOLOGIES

Windows Software Components (See General License Terms) (relevant to System Center Configuration Manager and Windows software), SQL Server Technology and SQL Server Reporting Services Map Report Item (See General License Terms) (relevant to System Center Configuration Manager software)

ACCESS TO ONLINE SERVICE

Each user to whom you assign a User SL may access and use the Online Service and other related software (including System Center software) to manage the user's Windows Device and up to four additional devices.

ASSIGNING THE LICENSE

The user who has been assigned the User SL may use the Windows software (as described in the "Windows Desktop Operating System" section below) on a single device and that device must have an assigned and installed qualifying operating system license. The user to whom you assign the User SL is the Primary User of the device on which the Windows software is installed.

That device is the Primary User's "Windows Device" for purposes of these Windows Intune with Windows Desktop Operating System (per user) license terms and the Microsoft Desktop Optimization Pack (MDOP) license terms.

Qualifying operating system licenses include the following:

- Windows 8 and 8.1 Enterprise or Pro, (diskless, N, K and KN editions)
- Windows 7 Enterprise or Professional (diskless) (including the N, K and KN editions), or Ultimate
- Windows Vista Enterprise (N, K, KN editions), Business (N, K, KN, Blade editions) or Ultimate
- Windows XP Professional or Tablet Editions (including the N, K, KN, and Blade editions), Windows XP Pro N or Windows XP Pro Blade PC
- Windows 2000 Professional
- Windows NT Workstation 4.0
- Windows 98 (including 2nd Edition)
- Apple Macintosh

Windows qualifying operating system licenses include both 32 and 64-bit.

You may replace a Windows Device with another device, but not on a short-term basis (30 days or less) and only if that replacement device is licensed for the latest version of the Windows desktop operating system. You must remove the software from the initial device.

TERMS OF LICENSE

Your right to use the software in this section under a User SL is non-perpetual; you may not access or use the software after your Windows Intune with Windows Desktop Operating System subscription ends.

SYSTEM CENTER SOFTWARE

These additional terms apply to the System Center software included with a User SL.

- You may not copy or distribute any data set (or any portion of a data set) included in the software.
- To prevent its unlicensed use, certain features of the System Center Endpoint Protection component of the Online Service may be disabled upon the expiration or termination of your subscription. If you renew your right to use the Online Service, we will provide you with the means to extend that date.
- We may substitute comparable software and files for System Center Endpoint Protection's anti-virus and anti-spam software and signature and content filtering data files.
- To the extent permitted by law, Microsoft may monitor your use of System Center Endpoint Protection and remove or disclose your information or materials in order to ensure your compliance with this agreement, satisfy any legal requirements or process, or protect Microsoft's rights or the rights of others.
- The System Center software may include additional software which is identified by an accompanying notice. You may run or otherwise use any number of instances of additional software in Physical or Virtual OSEs on any number of devices. You may use those instances only with the software. Use of any instance with the software may be indirect, through other additional software, or direct.

WINDOWS DESKTOP OPERATING SYSTEM

These license terms apply to the Windows desktop operating system software included with the Windows Intune with Windows Desktop Operating System (per user) User SL. "Software," as used here, refers to Windows Enterprise. See General License Terms. Definitions for meanings of Instance, OSE, Physical OSE, Primary User, Qualifying Third-Party Device, Running Instance, Server, and Virtual OSE.

Installation and Use

- You may install one copy of the software on the Windows Device.
- You may use the software on up to two processors.
- Local use on the Windows Device is permitted for the Primary User.
- Remote use on the Windows Device is permitted for the Primary User from another device.
- Another user can access the software, using Remote Assistance or similar technologies, solely to provide technical support.
- You may run Windows 8.1 Pro, or any earlier version of the software or of Windows 8.1 Pro, in place of any permitted instance.
- You may connect up to 20 devices to the Windows Device for file sharing, printing, Internet Information Services, Internet Connection Sharing or telephony services.
- An unlimited number of connections are allowed for Key Management Services activation or similar technology.
- 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.

Virtualization Rights

The license terms in this section govern use under Virtualization. Rights in the case of any conflict with the terms in the Installation and Use section.

- Using the Windows Device, the Primary User may remotely access up to four instances of the software running in Virtual OSEs or one instance of the software running in one physical OSE on (a) device(s) in your datacenter.
- The Primary User may also Run up to four instances in Virtual OSEs and one instance in the Physical OSE locally on the Windows Device.
- If all of the instances permitted to run in Virtual OSEs locally are used, you may use the instance in the Physical OSE only to host and manage the Virtual OSEs.
- The Primary User 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.
- You do not need a license to access your instances only to administer the software.

6. You may create any number of instances of the software, and store them on any of your servers or storage media solely to exercise your right to run instances of the software under any of your Windows Intune with Windows Desktop Operating System (per user) licenses (you may not distribute instances to third parties).

Roaming Use Rights

The license terms in this section govern use under Roaming Use Rights in the case of any conflict with the terms in the Installation and Use section.

1. The Primary User may remotely access the permitted instances running on servers in your datacenter from a Qualifying Third Party Device from anywhere off your or your affiliates' premises.
2. The Primary 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 except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.

Windows To Go Rights

The license terms in this section govern use under Windows To Go Rights in the case of any conflict with the terms in the Installation and Use section.

1. You may create and store an instance of the software on up to two USB drives.
2. The Primary User may run the instance stored on the USB drive on any Windows Device.
3. The Primary User of the Windows Device may also run the instance on the USB drive on a Qualifying Third Party Device from anywhere off your or your affiliates' premises.
4. All Windows To Go use must be for work-related purposes.
5. No other user may use the software under the same license except for purposes of technical support, using Remote Assistance or similar technology, or administering the software.

Companion Devices

For the purposes of this section:

"Windows RT Companion Device" means any additional device that is used by the Primary User and properly licensed by you (not a third party) for Windows RT or Windows RT 8.1.

The license terms in this section govern use on Windows RT Companion Devices in the case of any conflict with the terms in the Installation and Use section.

1. The Primary User may remotely access any permitted instance of the software running on servers in your datacenter as provided in the Virtualization Rights section from a Windows RT Companion Device.
2. 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.
3. Your right to use the software on a Windows RT Companion Device is non-perpetual; you may not access or use the software, as permitted here, after your Windows Intune with Windows Desktop Operating System license expires.

Validation

Validation verifies that the software has been activated and is properly licensed. It also verifies that no unauthorized changes have been made to the validation, licensing, or activation functions of the software. Validation may also check for certain malicious or unauthorized software related to such unauthorized changes. A validation check confirming that you are properly licensed permits you to continue to use the software, certain features of the software or to obtain additional benefits. You are not permitted to circumvent validation. This is to prevent unlicensed use of the software. For more information, see <http://go.microsoft.com/fwlink/?Linkid=104610>.

The software will from time to time perform a validation check of the software. The check may be initiated by the software or Microsoft. To enable the activation function and validation checks, the software may from time to time require updates or additional downloads of the validation, licensing or activation functions of the software. The updates or downloads are required for the proper functioning of the software and may be downloaded and installed without further notice to you. During or after a validation check, the software may send information about the software, the computer and the results of the validation check to Microsoft. This information includes, for example, the version and product key of the software, any unauthorized changes made to the validation, licensing or activation functions of the software, any related malicious or unauthorized software found and the Internet protocol address of the computer. Microsoft does not use the information to identify or contact you, except that Microsoft may use and share the information to prevent unlicensed use of the software. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during or after a validation check, see <http://go.microsoft.com/fwlink/?Linkid=104611>.

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If, after a validation check, the software is found to be counterfeit, improperly licensed, a non-genuine Windows product, or include unauthorized changes, the functionality and experience of using the software may be affected. For example, Microsoft may repair the software, remove, quarantine or disable any unauthorized changes that may interfere with the proper use of the software, including circumvention of the activation or validation functions of the software, or check and remove malicious or unauthorized software known to be related to such unauthorized changes, or provide notices that the software is improperly licensed, or need to follow Microsoft's instructions to be licensed to use the software and reactivate, and you may not be able to obtain certain updates or upgrades from Microsoft.

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=104612>.

Windows Apps

Windows apps are apps that are developed by Microsoft, included with Windows, and licensed to you under the Windows license terms. You can access each Windows app from its corresponding tile in Start. Some of the Windows apps provide an access point to Online Services, and the use of those services is sometimes governed by separate terms and privacy policies. You can view these terms and policies by looking at the app's settings. Unless other terms are displayed to you or presented in the app's settings, you agree the services that you access from the Windows apps are governed by the Microsoft Services Agreement at <http://go.microsoft.com/fwlink/?Linkid=248238>, or for Windows apps that access Xbox services, the <http://xbox.com/legal/live/10>. We continuously work to improve the services and we may change the services at any time. The services may not be available in certain countries. You may choose to uninstall any Windows app at any time, and you may also choose to reinstall any Windows app by downloading it from the Windows Store. Some Windows apps include advertising. You may choose to opt out of personalized advertising by visiting <http://choice.live.com>.

Adobe Flash Player

The software may include a version of Adobe Flash Player. You agree that your use of the Adobe Flash Player is governed by the license terms for Adobe Systems Incorporated, at <http://go.microsoft.com/fwlink/?Linkid=248632>. Adobe and Flash are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries.

Windows Operating System Buy-out option. A buy-out option is available to obtain perpetual licenses for the latest version of Windows Enterprise that is made available to you under your Windows Intune with Windows Desktop Operating System subscription on or before the date you exercise the buy-out option (the "Windows Enterprise Software"). A buy-out order may be submitted during or up to 90 days after your subscription expires or is cancelled. You will be required to pay any outstanding subscription and/or cancellation fees upon or in advance of exercising the buy-out option. Your buy-out order for Windows Enterprise Software may include a number of licenses up to but not exceeding the number of active subscription licenses you currently have (or had up to 90 days prior to buy-out) for Windows Intune with Windows Desktop Operating System. For pricing, payment terms, and information about how to exercise the buy-out option please contact your local support center: <http://www.microsoft.com/onlinelifehelp/en-us/help/howto0db8b4c2-7f65-4d68-b66c-91de1451e24.htm>.

Perpetual Licenses

Upon our acceptance of your buy-out order and our receipt of payment in full, you will have perpetual licenses for the Windows Enterprise Software for the number of licenses specified in the buy-out order.

Perpetual Licenses received under the buy-out option remain subject to the terms of your volume licensing agreement (including these Online Services Use Rights, as further specified below, and all license limitations), and supersede and replace your underlying perpetual licenses for a qualifying Microsoft desktop operating system. The terms governing your ongoing use of the Windows Enterprise Software survive expiration or termination of your volume licensing agreement.

Limitation of Liability. Despite anything to the contrary in your volume licensing agreement, to the extent permitted by applicable law, our and our Affiliates' and contractors' liability arising under that agreement in connection with the Windows Enterprise Software is limited to direct damages up to the amount you were required to pay under the buy-out option.

Assigning Licenses. You must assign the perpetual licenses you acquire under the buy-out option to Windows Devices on which you used the software under your corresponding Windows Intune with Windows Desktop Operating System (per user) subscription licenses.

Product Use Rights. The General License Terms and the Installation and Use, Notices and the Validation, Windows Apps and Adobe Flash Player sections of the Windows Intune with Windows Desktop Operating System license terms apply to your use of Windows Enterprise Software under the perpetual licenses you acquire under the buy-out option. The Virtualization Rights, Roaming Use Rights, Windows to Go Rights and Companion Devices sections do not apply.

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Windows Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (per user) ("Windows Intune Add-On")

USER SLAs

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Required for each of your:

- Users that access the Online Service or related software

Required Licenses:

Windows Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection User SL, plus, for each device from which the user is permitted to access the Online Service or related software, one of the following:

- Core CAL Suite¹, or
- Core CAL Bridge for Office 365¹, or
- Enterprise CAL Suite¹, or
- Enterprise CAL Bridge for Office 365¹, or
- System Center 2012 R2 Configuration Manager (User or OSE Client ML) with active Software Assurance coverage

ADD-ON SLs**When Required:**

- For each one gigabyte of storage in excess of storage provided with the base subscription

Additional Terms:

APPLICABLE NOTICE: The Data Transfer Notice in Appendix 1 applies.

Each user to whom you assign a User SL may access and use the Online Service and related software (including System Center software) to manage up to five appropriately licensed devices (see "Required Licenses" above).

Other Online Services**Azure Rights Management****USER SLs****Required for each of your:**

- Users who access the service or related software to apply rights management to content

Required SL:

- Azure Rights Management User SL, or
- Azure Rights Management A User SL, or
- Enterprise Mobility Suite User SL, or
- Office 365 Enterprise E3-E4 User SL, or
- Office 365 Enterprise E3-E4 without ProPlus User SL, or
- Office 365 Education A3-A4 User SL, or
- Office 365 Government G3-G4 User SL, or
- Office 365 Government G3-G4 without ProPlus User SL

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Bing Maps Enterprise Platform and Bing Maps Mobile Asset Management Platform**USER SLs****Required for each of your:**

- Users authenticated by your programs that access the Online Service

Required SL:

- Bing Maps Known User SL
- Bing Maps Light Known User SL

SERVICE SLs**Number Required:**

- One per enrollment or volume licensing agreement to provide access to all SKUs except Mobile Asset

Required SL:

- Bing Maps Enterprise Platform Service SL¹
- Bing Maps Mobile Asset Management Platform Service SL²

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Management

¹ Must be purchased with at least one of the following: Bing Maps Public Website Usage Add-on SL, Bing Maps Internal Website Usage Add-on, Bing Maps Unlimited Add-on, Bing Maps Known User SL, or Bing Maps Light Known User SL.

² Must be purchased with at least one of the additional Bing Maps Mobile Asset Management Add-on SL SKUs.

ADD-ON SLs**When Required:**

- For unauthenticated users to access the Online Service through your programs, based on the number of billable transactions per month

Required SL:

- Bing Maps Public Website Usage Add-on SL¹
 - Bing Maps Internal Website Usage Add-on SL²
- ¹ These Add-on SLs are for a specified number of billable transactions for use on a website that is available publicly without restriction.

² These Add-on SLs are for a specified number of billable transactions for use on an internal website (e.g., intranet) on a private network.

Additional Bing Maps Enterprise Platform Service SL required

When Required:

- For each tracked Asset³ whose GPS or other sensor based position can be monitored, displayed, reverse geocoded or used to perform calculations using Bing Maps Mobile Asset Management Platform Assets.

³ Asset is defined as any vehicle, device or other mobile object.

Additional Bing Maps Mobile Asset Management Platform Service SL required

Additional Terms:

BING MAPS APIs

You may use all Bing Maps APIs in accordance with the Microsoft Bing Maps Platform API's Terms of Use and Bing Maps Platform SDKs, including any successors thereto, located here: <http://go.microsoft.com/fwlink/?LinkID=56121> and <http://go.microsoft.com/fwlink/?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/?LinkID=56121> or we send you an email notice about the updates.

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Microsoft Learning E-Reference Library**USER SLs****Required for each of your:**

- Users who access the Online Service or related software
- Required SL:**
- Microsoft Learning E-Reference 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.

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Microsoft Learning IT Academy**SERVICE SLs**

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Required for each:

Location that accesses or uses any Microsoft Learning IT Academy Service or benefit. Location is defined as a physical site whose staff is under the same administration, such as a principal, in a single building or group of buildings located on the same campus.

If the institution serves both in person and online only students, an IT Academy subscription needs to be purchased for each physical site location.

Your right to access and use the Online Services is conditional on the requirement that you purchase the required number of SLs.

Program benefits may only be used by licensed institution's faculty, staff and students currently enrolled in the licensed institution.

Additional Terms:

The General License Terms, the following terms and conditions and the IT Academy program guidelines, located at <http://microsoft.com/academy>, apply to your use of the Microsoft Learning IT Academy and its benefits.

You cannot be enrolled concurrently in the Microsoft Partner Network Learning Competency Program and the Microsoft Learning IT Academy.

Benefits are solely for use at locations with a current Microsoft Learning IT Academy SL. Institutions with additional locations (i.e. departments, extension programs, individual schools and geographically disperse facilities) must purchase a Microsoft Learning IT Academy SL for each location.

TERM OF LICENSE

Rights to use any of the benefits and content available under the Microsoft IT Academy ends when your SL has ended.

PROGRAM BENEFITS PROVIDED BY THIRD-PARTY
Some benefits may be provided by a third-party. You understand and agree that your relationship with respect to those benefits are with that third-party directly and not with Microsoft. Microsoft is not responsible for any benefit provided by a third-party and Microsoft does not sponsor or endorse the third-party vendors or its services or products.

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System Center Endpoint Protection**SERVER MANAGEMENT LICENSES****Required for each of your:**

- Servers that access the Online Service or related software

Required Server Management Licenses:

- System Center 2012 R2 Datacenter^{2,3}, or
- System Center 2012 R2 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 R2 Datacenter and Standard license terms in the Management Servers section of the 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.
- Servers¹ that access the Online Service or related software require the appropriate MLs (see Server MLs above).

Required SL:

- System Center Endpoint Protection Device SL, or
- Core CAL Suite (Device)², or
- 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:**APPLICABLE NOTICES**

The Data Transfer Notice and Potentially Unwanted Software (Notice I) in Appendix 1 apply.

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:

- anti-virus and anti-scan software; and
- signature files and content filtering data files.

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Translator API**SERVICE SLs****Number Required:**

- One or more for each enrollment

Required SL:

- 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 AddTranslationsArray() 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.

Yammer Enterprise**USER SLTs****Required for each of your:**

- Users who access the Online Service, External
- Users invited to Yammer via external network
- Functionality do not need User SLTs.

Required SLTs:

- Yammer Enterprise User SL, or
- Office365 Enterprise A2-A4 User SL
- Office365 Enterprise E1, E3 or E4 User SL
- Office365 Midsize Business User SL

Additional Terms:**OUR USE OF CUSTOMER DATA**

Despite anything to the contrary in your volume licensing agreement or the General Terms, Microsoft's use of Customer Data in the Yammer Enterprise online service, both before and after your Online Service subscription terminates, will be governed by the Yammer Privacy Statement at <https://www.yammer.com/about/privacy>.

CUSTOMER SUCCESS MANAGERS

Any services provided to you by a customer success manager shall not result in a transfer or assignment of intellectual property rights between the parties. Work product of customer success managers shall be owned by Microsoft and when provided to you will be deemed a part of the Online Services, which may be used by you pursuant to these terms.

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Appendix 1: Notices**BING MAPS**

The software includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at <http://go.microsoft.com/fwlink?id=9710897> and the Bing Maps Privacy Statement available at <http://go.microsoft.com/fwlink/LinkID=248696>.

CUSTOMER SUPPORT

Fees. If we provide Fees to you in the course of performing Customer Support, those Fees are licensed according to the license terms applicable to the Product to which those Fees relate unless the Fees include separate terms, in which case those terms will govern. If Fees are provided for Windows Azure Services, Microsoft Dynamics CRM Online, Microsoft Dynamics Marketing or Microsoft Social Listening, any other use terms Microsoft provides with the Fees will apply, and if no use terms are provided, you shall have a non-exclusive, temporary, fully paid-up license to use and reproduce the Fees solely for your internal use. You may not modify, change the file name of, or combine any Fees with any non-Microsoft computer code.

Pre-Existing Work. All rights in any computer code or non-code based within materials developed or otherwise obtained by or for the parties or their Affiliates independent of your volume licensing agreement ("Pre-Existing Work") shall remain the sole property of the party providing the Pre-Existing Work. During the performance of Customer Support, each party grants to the other party (and our contractors as necessary), a temporary, non-exclusive license to use, reproduce and modify any of its Pre-Existing Work provided to the other party, solely as needed to perform its obligations in connection with the Customer Support. Except as may be otherwise expressly agreed by the parties in writing, upon payment in full we grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-Existing Work provided as part of a Customer Support deliverable, solely in the form delivered to you, and solely for your internal business purposes. The license to Microsoft's Pre-Existing Work is conditioned upon your compliance with the terms of your volume licensing agreement. If you are located in the Czech Republic, you represent that the author has granted relevant approvals to modify your pre-existing work. Any violation of conditions of your volume licensing agreement, or any other statements regarding customer support under that agreement, by you will be a condition subsequent for obtaining the perpetual license to Microsoft's Pre-existing Work that Microsoft leaves to you at the end of Microsoft's performance of Customer Support.

Materials. All rights in any materials developed by us (other than software code) and provided to you in connection with Customer Support ("Materials") shall be owned by us except to the extent such Materials constitute your Pre-Existing Work. We grant you a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for your internal business operations and without any obligation of accounting or payment of royalties.

Sample Code. We grant you a non-exclusive, perpetual, royalty-free right to use and modify any software code provided by us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that you agree: (i) to not use our name, logo, or trademarks to market your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend us and our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

Affiliates' Rights. You may sublicense the rights contained in this section to your Affiliates, but your Affiliates may not sublicense these rights and your Affiliates' use must be consistent with the license terms contained in your volume licensing agreement.

Warranties and Disclaimers

Warranty for Customer Support. We warrant that all Customer Support will be performed with professional care and skill.

NO OTHER WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN YOUR VOLUME LICENSING AGREEMENT. THIS DISCLAIMER INCLUDES ANY AND ALL WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR RESULTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY ADVICE, RECOMMENDATIONS, FIXES, CUSTOMER SUPPORT DELIVERABLES, AND RELATED MATERIALS PROVIDED BY US OUR SUPPLIERS AND CONTRACTORS IN PERFORMING THE CUSTOMER SUPPORT.

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/contacts>. 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, AND THE MPEG-4 PART 2 VISUAL STANDARD

This software may include H.264/AVC, VC-1, and MPEG-4 Part 2 visual compression technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, THE MPEG-4 PART 2 VISUAL, PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE <http://www.mpegla.com/index1.htm>

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 1)

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

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

POTENTIALLY UNWANTED SOFTWARE (NOTICE 1)

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).

WINDOWS 8.1, WINDOWS 8.1 K, WINDOWS 8.1 KN, WINDOWS 8.1 N NOTICES

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

Windows 8.1 K

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

Windows 8.1 KN

Inapplicable Windows Media Player Use Rights. The Windows Media Digital Rights Management and Windows Media Player terms do not apply when running this software.

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

Additional Disclaimer of Warranties. Microsoft provides no warranty whatsoever with respect to Windows media functionality, despite anything to the contrary in your volume licensing agreement.

Windows 8.1 N

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

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

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

YAMMER

The software connecting Microsoft Dynamics CRM with Yammer will enable certain data to be shared between the two services. At the direction of you or your end users, the following data will be transmitted to Yammer through Microsoft Dynamics CRM: (i) posts, (ii) links to CRM records, (iii) information contained in the description field of the CRM records, and (iv) any other activity or content you or your end users share with Yammer. Yammer's Terms of Use are available at <https://www.yammer.com/about/terms>. Its Privacy Statement is available at <https://www.yammer.com/about/privacy> apply to Customer Data sent to Yammer.

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About This Document

- Volume adding, regional and sub-specialist information, new products, etc.
- Availability of new Products offered through Microsoft Volume Licensing
- Discontinuation of Products offered through Microsoft Volume Licensing
- Product designation regarding the Microsoft Volume Licensing Product pool
- The point value for each Product
- Available promotions
- Migration paths from one version of software to another version of that same software
- Migration paths from discontinued software to new software
- Software Assurance benefits
- Other Notes and information specific to Products

- Evaluate products
- Migration paths from one version of software to another version of that same software
- Migration paths from discontinued software to new software
- Software Assurance benefits
- Other Notes and information specific to Products

The Product list is organized in to five sections, two Appendices, and an Index.

1. Introduction provides information on how to use the Product List, definitions, and changes to the Product List.
2. Software lists the software offered through Microsoft Volume Licensing and information specific to the software.
3. Online Services lists the online services offered through Microsoft Volume Licensing and information specific to the online service.
4. Software Assurance describes the Software Assurance benefits available.
5. Services describes the services offered through Microsoft Volume Licensing.
6. Appendix A – Program Agreement Supplemental Terms provides terms and conditions that supplement the Microsoft Volume Licensing Program Agreements.
7. Appendix B – Product Promotions lists the promotions offered through Microsoft Volume Licensing that are not otherwise on the Price List.
8. Index lists all the Products referenced in the Product List and the pages they are located on.

A customer may also want to review the Product Use Rights document (PUR) or Online Services Use Rights document (OLSUR). Both documents are produced quarterly. The latest use rights for Microsoft software can be found in the PUR located at <http://go.microsoft.com/fwlink=969207>. Terms for Microsoft Online Services can be found in the OLSUR located at <http://go.microsoft.com/fwlink=9840733>.

Additional resources on how to use the Product List are available at <http://www.microsoftjournalicensing.com>.

- Step 1** Locate the Product in the Table of Contents and go to the appropriate page.
- Step 2** Review the table for program availability, Product type (e.g. Enterprise Product or Additional Product) and point information. If a cell is shaded yellow, the Product is available in the program denoted in the column. When viewing the document in electronic form, hovering over the column headings and other cells reveals the full name. Refer to the [Clear Key](#) for more information regarding the column headings and cell values.

Lync Server											
Product	DA	EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA
Lync Server 2010	10/12	1	2	1	1	1	1	1	1	1	1
Lync Server 2010 Plus	10/12	1	2	1	1	1	1	1	1	1	1
Lync Server 2010 Standard	10/12	1	2	1	1	1	1	1	1	1	1

* Point value is for one year. Point information for multiple years or other point details customers should contact the reseller or Microsoft Account Manager.

Step 3
Review the attributes below the table for Product Pool category, Software Assurance Benefit designation, Prior Versions, and other information. The Chart Key below explains the attributes in the table.

Lync Server 2010 Standard											
Product	DA	EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA
Lync Server 2010 Standard	10/12	1	2	1	1	1	1	1	1	1	1

Step 4
Some Products have additional information which may include eligibility criteria, migration offerings, step-up availability, etc.

Lync Server 2010 Standard											
Product	DA	EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA	EA/EA
Lync Server 2010 Standard	10/12	1	2	1	1	1	1	1	1	1	1

Chart Key

Column Headings
CA/SA = Campus and School Agreement: The numbers in this column represent units designated when software is offered through the School Enrollment under the Campus and School Agreement.
DA = Date Available: The date a Product is first available, designated as month/year. For software, it is the earlier of the date Microsoft makes licenses available for ordering or software available for download from the Volume Licensing Services Center (VLS).
EA/EA = Enterprise Agreement and Enterprise Subscription Agreement.
EES = Enrollment for Education Solutions: Includes Enrollment for Education Solutions and Open Value Subscription - Education Solutions.
L = License: Point value designated for the software indicated.
L/SA = License and Software Assurance: Point value designated when License and Software Assurance is offered for purchase at the same time.
MPSA = Microsoft Products and Services Agreement.
OL = Open License: The Open License-only component of the Open programs. Open License includes Open License, Open License for Academic, Open License for Government, and Open License for Charity, where available.
OM = Open Minimum: Each License counts solely as 5 Licenses for purposes of the initial order minimum in Open License and/or Open Value programs. The value indicates which program this is in effect for.
OV = Open Value: Includes Open Value and Open Value for Government.
OV/OVS = Open Value and Open Value Subscription: Includes Open Value, Open Value Subscription, Open Value for Government, and Open Value Subscription for Government.
Point = The value assigned to a Product used to calculate the volume pricing level applicable to a customer's agreement.
SA = Software Assurance: Point value designated when Software Assurance is offered for the software indicated.
SCE = Server Cloud Enrollment.

S/SA = Select and Select Plus. This also includes Select for Academic, Select Plus for Academic, Select for Government, and Select Plus for Government.

Cell Values

A = Additional Product: The Product is offered as an additional product.
AE = Additional Product EES Only: The Product is offered as an Additional Product only in the Enrollment for Education Solutions.
AO = Additional Product Organization Wide: The Product is offered as an Additional Product organization-wide.
AP = Application Platform Product: The Product is offered as an application platform product.
AV = Additional Product OVS-EES Only: The Product is offered as an Additional Product only in the Open Value Subscription - Education Solutions.
C = Core Infrastructure: The Product is offered as a core infrastructure product.
CP = Customized Desktop Platform: The Product is offered as a customized desktop platform product under Open or Open Value. Subscription for commercial or government customers selecting the Organization-wide/company-wide option.
ID = Industry Device: The Product is offered as an Industry Device program product.
E = Enterprise Product: The Product is offered as an Enterprise Product, but not a desktop.
EO = Education Desktop: The Product is offered as an education desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Enrollment for Education Solutions and Open Value Subscription - Education Solutions.
EE = Enterprise Online Service EES Only: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements, but only in the Enrollment for Education Solutions. EE for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.
EO = Enterprise Online Service: The Online Service is offered as an enterprise Online Service or platform Online Service and satisfies the Enterprise Product requirements. EO for Core CAL and Enterprise CAL Suite require the corresponding CAL Suite Bridge.
EP = Enterprise Desktop Platform Product: The Product is offered as an Enterprise Desktop Platform Product that is also an enterprise desktop platform product. MDOP is an optional EP.
OA = Open License for SA and L/SA: Available in Open License for L/SA and SA only.
OF = Open License and Open Value: Available in Open License and Open Value only.
OS = Open License and Open Value for SA and L/SA: Available in Open License and Open Value for L/SA and SA only.
OVS = Open Value Subscription Only: Available in Open Value Subscription only.
OW = Organization-wide: Available under the Organization-wide option.
P = Non-Organization Wide in Open Value: The Product is offered only as a Non-Organization Wide basis in Open Value.
PP = Professional Desktop Platform Product: The Product is offered as an Enterprise Product that is also a professional desktop platform product. MDOP is an optional PP.
SD = School Desktop Platform Product: The Product is offered as a school desktop platform product with either Enterprise CAL Suite or Core CAL Suite under Campus and School Agreement. An SD is counted as three units.
SE = Student Offering for EES Only: The Product is offered as a Student Offering, must be ordered for the full Student Count, and only in the Enrollment for Education Solutions.
ST = Student Offering: The Product is offered as a Student Offering and must be ordered for the full Student Count.
SP = Server and Tools Product: The Product is a server and tools product offered under the Server and Cloud Enrollment.

Product Attributes
Application = Product Pool category for application products.
Desktop = Software Assurance Benefits for desktop offerings.
Extended Term Eligible = Online services for which Enterprise and Enterprise Subscription customers may elect Continuity of Service via Extended Term. A customer's Online Services subscription term must be continuous with its agreement end date.
Product Pool = Indicates offerings that may be eligible for software assurance benefits associated with more than one Product pool and does not require that a customer choose between benefits of one Product pool or another. There are three Product pool categories: Application, Server and System.
OSP = Online Subscription Program: Available in an Online Subscription program.
Platform Independent = A license for software that is available for more than one computer platform (e.g., PC, Macintosh). Under a platform independent license, a customer may run either the version licensed for a different platform version, provided that the different platform version was available before or no later than the original version that was licensed. If the components of a Product suite vary by platform version, customers may use the components of the suite that they choose to deploy and only those components; they may not mix components across platform versions. Software Assurance for a platform independent license permits a customer to use the most current version of either platform version of the Product that becomes available during the term of coverage in place of the licensed Product.
Promote & Migrations = There is an existing promotion or software migration available.
Qualified User Exemption = Exemption applicable to users who access Products solely under one of these licenses. These users are exempt from being counted as a Qualified User under a customer's agreement, notwithstanding anything to the contrary in that agreement.

Reduction Eligible = an Online Service for which an Enterprise, Enterprise Subscription, Enterprise Microsoft Azure Enrollment or Enrollment for Reduction Solutions customer can report a reduction in licenses or Allocated Annual Commitment.

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

Server = Software Assurance benefits for server pool offerings and Product pool category for server products.

Software Assurance Benefits = Software Assurance benefits exist for eligible customers of this software.

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

System = Product Pool category for desktop operating system products.

Transition Eligible = a Product (within or outside the desktop platform) for which an Enterprise or Enterprise Subscription customer is eligible to move to a Subscription license.

True-up Eligible = an Online Service subscription license that an Enterprise or Enterprise Subscription customer can order via the true-up or annual order process rather than monthly.

Up To Date Discount = A discount available to Open Value Subscription customers ordering licenses for Product during the first year of their agreement if they have a license for the corresponding qualifying Product (identified in the Product notes for each UTD Discount eligible Product).

Prior Versions

This Product List provides information on products currently available. Earlier versions of this document are available at <http://go.microsoft.com/fwlink?id=9639202>. To find the needed version, a customer may contact its reseller or Microsoft Account Manager.

Clarifications and Summary of Changes

Below are recent additions, deletions and other changes to the Product List. Also listed below, are clarifications of Microsoft policy in response to common customer questions. Information on additions, deletions and other changes to earlier versions of the Product List are available at <http://www.microsoft.com/volume/updates>.

Deletions
BizTalk Server 2013 R2 Branch Edition
BizTalk Server 2013 R2 Branch IDC
BizTalk Server 2013 R2 Developer
BizTalk Server 2013 R2 Enterprise Edition
BizTalk Server 2013 R2 Standard Edition
BizTalk Server 2013 R2 Standard Edition IDC

Software

Product Name Changes

The Windows 8.1 Industry product name has been updated to Windows Embedded 8.1 Industry.

SCE to an EA for System Center 2012 R2 Standard

Information on SCE to an EA for System Center 2012 R2 Standard has been included in the System Center Server section.

SQL Server Business Intelligence CAL Waiver

Information on a SQL Server 2014 Business Intelligence CAL waiver has been included in the SQL Server section.

Transitions

Information on transition options has been included in the Core CAL, Office Desktop Applications, and Windows Desktop Operating Systems sections.

Online Services

Online Service Name Changes

The Windows Azure online service name has been updated to Microsoft Azure.

Open Value Subscription Migration Period

Information on the Open Value Subscription migration period has been included in the Office 365 Applications section.

Software

AutoRoute

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MP/SA	OL	OM	OV/OVS	S/S+	SCE
AutoRoute 2013	10/12	1	2	1									SA

Prior Version: AutoRoute 2011 (7/11)

Product Pool: Application

Software Assurance Benefits: Desktop

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BizTalk Server

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MP/SA	OL	OM	OV/OVS	S/S+	SCE
BizTalk Server 2013 R2 Branch Edition	6/14	25	38	13									
BizTalk Server 2013 R2 Branch IDC	6/14												
BizTalk Server 2013 R2 Developer	6/14												
BizTalk Server 2013 R2 Enterprise Edition	6/14	200	300	100									
BizTalk Server 2013 R2 Standard Edition	6/14	50	75	25									
BizTalk Server 2013 R2 Standard Edition IDC	6/14												

Prior Version: BizTalk Server 2013 (3/13)

Product Pool: Server

Software Assurance Benefits: Server

Additional Information:

Reduction Eligible (SCE): All but Branch IDC

Qualified User Exemption: All

Special Deployment and Use Options available to Software Assurance customers

BizTalk Server 2010 will be the last version of BizTalk Server licensed under the per processor licensing model. As an exception, Volume Licensing customers with active SA for BizTalk Server 2010 processor licenses as of April 1, 2013 ("qualifying licenses") are given the following options.

Current Term

During the current term of their SA coverage, customers (including customers under subscription agreements) may, under any qualifying licenses, upgrade to and use the latest version of the same edition of BizTalk Server software in place of BizTalk Server 2010 subject to the BizTalk Server 2010 processor license product use rights (as reflected in the January 2013 PUR).

First Renewal Term

Upon their first SA renewal on or after April 1, 2013 for every server a customer has correctly licensed under BizTalk Server 2010 processor license product use rights, the customer may acquire SA for BizTalk Server core licenses for the same edition without acquiring the underlying core licenses for a number of core licenses equal to the number of qualifying processor licenses assigned to the server multiplied by the greater of:

- four, or
- the actual number of cores per physical processor multiplied by the appropriate core factor. (In cases where the actual number of cores per physical processor exceeds four, customers must maintain a record of the configuration of the BizTalk Server software running on the server (licensed instances running in operating system environments on the licensed server) and the physical hardware supporting that software immediately preceding SA renewal either using the Microsoft MAP tool or any equivalent software.)

Customers' processor licenses are no longer valid upon acquisition of SA for core licenses under this offering. The option to acquire SA for BizTalk Server core licenses is not applicable to renewal of coverage under subscription programs.

For Customers with Software Assurance coverage who choose not to renew

Enterprise Subscription and Open Value Subscription customers electing to buyout processor licenses and any other customers who acquire perpetual licenses under their agreement and choose not to renew their expiring SA may run that edition of BizTalk Server 2010 or the latest version of the same edition of BizTalk Server then available under those licenses as follows:

- BizTalk Server 2010: Ongoing use of this version of the software is subject to BizTalk Server 2010 processor license product use rights however customers no longer have License Mobility through SA.

- **Latest version of BizTalk Server:** Use of this version of the software is subject to BizTalk Server 2010 processor license product use rights; however:
 - o customers no longer have License Mobility within Server Farms or License Mobility through SA; and
 - o any reassignment of licenses is subject to limitations below related to their "core license equivalency." Core license equivalency is determined as follows.
- For every qualifying license assigned to the server, the core license equivalency is the greater of:
 - o four cores per processor license, OR
 - o a number of cores per processor license based the actual number of cores per physical processor multiplied by the appropriate core factor. (In cases where the actual number of cores per physical processor exceeds four, customers must maintain a record of the configuration of the BizTalk Server software running on the server (licensed instances running in operating system environments on the licensed server) and the physical hardware supporting that software immediately preceding expiration of SA either using the Microsoft MAP tool or any equivalent software.)
- Customers may reassign licenses to another server. However, if the customer reassigns a license to another server customer will have to follow the use rights of the version of software they are using. When assigning core licenses to servers under such scenarios customer may combine the core equivalency of their existing licenses with additional BizTalk Server core licenses.
- Customers' deemed core license equivalency does not imply that they may assign a single processor license to cores across two or more processors.

Core Infrastructure Server Suite

Products	DR	L	USA	SA	CO/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/SA	SCE
Core Infrastructure Server Suite Datacenter	11/09	75	113	38									
Core Infrastructure Server Suite Enterprise	11/09												
Core Infrastructure Server Suite Standard	11/09	25	28	13									

Product Pool: Server

Reduction Eligible (SCE): All

Software Assurance Benefits: Server

Additional Information

Core Infrastructure Server Suite (Standard or Datacenter)

Migration to New Licensing Model

As of April 1, 2012 the licensing model for Core Infrastructure Server ("CIS") has been changed. Licenses acquired under new enrollments effective after April 1, 2012 can license up to two physical processors.

Customers under existing enrollments as of April 1, 2012 can continue to true up licenses under the old model under which each license can license only one processor. The following migration rights apply to licenses for these customers:

Core Infrastructure Suite

For the duration of their existing enrollment, customers' existing and new licenses under the old model will be deemed to be equivalent to licenses under the new model at the following ratio:

- Core Infrastructure Suite Standard a 1:1 ratio; and
- Core Infrastructure Suite Datacenter a 2:1 ratio. Every two licenses under the old model will be equivalent to one license under the new model.

At renewal customers can renew SA into licenses under the new model.

Release of New Version of Windows Server

Customers licensed for Core Infrastructure Server Suite (Standard or Datacenter) with active SA as of September 1, 2012 have the rights to use the following Products subject to the product use rights for Core Infrastructure Server Suite (Standard or Datacenter):

- Windows Server 2012 R2 Standard (Core Infrastructure Suite Standard)
- System Center 2012 R2 Standard (Core Infrastructure Suite Standard)
- Windows Server 2012 R2 Datacenter (Core Infrastructure Suite Datacenter)
- System Center 2012 R2 Datacenter (Core Infrastructure Suite Datacenter)

For any server that is correctly licensed for Core Infrastructure Server Suite Standard customers may run an instance of Windows Server 2008 R2 Enterprise in place of Windows Server Standard.

Software Assurance Renewal Offer for Windows Server and System Center

Customers who have licenses with active SA for any of the Products in column A of the table below may, upon expiration of that coverage, acquire SA for the corresponding Core Infrastructure Server Suite in column B without acquiring the underlying Core Infrastructure Server Suite license.

Column A	Column B
Windows Server Standard	Core Infrastructure Server Suite Standard
System Center Standard	Core Infrastructure Server Suite Datacenter
Windows Server Datacenter	Core Infrastructure Server Suite Datacenter
System Center Datacenter	Core Infrastructure Server Suite Datacenter

For each set consisting of one of each of the qualifying licenses in the table above, customers may acquire SA for one license of Core Infrastructure Server Suite.

Customers who license and use Core Infrastructure Server Suite (Standard or Datacenter) under this offer may no longer use software under their qualifying licenses. Licenses and SA acquired under a subscription agreement do not qualify for this offer.

Step Up from Windows Server or System Center to Core Infrastructure Server Suite

Customers may step up from Windows Server or System Center to Core Infrastructure Server Suite by acquiring the appropriate Step Up license for Core Infrastructure Server Suite. Customers must have active SA for their Windows Server or System Center license in order to acquire the Step Up license.

Customers' right to use software under the Core Infrastructure Server Suite license is conditioned on customers' fulfillment of any remaining payment obligations for the qualifying product license. Customers' Core Infrastructure Server Suite license supersedes and replaces the underlying qualifying product license.

Qualifying Product	Step Up To
Windows Server Standard	Core Infrastructure Server Suite Standard
System Center Standard	Core Infrastructure Server Suite Datacenter
Windows Server Datacenter	Core Infrastructure Server Suite Datacenter
System Center Datacenter	Core Infrastructure Server Suite Datacenter

Core Infrastructure Server Suite Enterprise

Effective April 1, 2012 Microsoft is discontinuing Core Infrastructure Server Suite Enterprise. Core Infrastructure Server Suite Enterprise customers with active SA as of April 1, 2012 will be eligible for one license for Core Infrastructure Server Standard for each license for Core Infrastructure Server Suite Enterprise with SA they have as of that date. Licenses for Core Infrastructure Server Suite Standard granted under this offer will include SA coverage that expires upon expiration of the coverage for the qualifying Core Infrastructure Server Suite Enterprise licenses. Customers who use Core Infrastructure Server Suite Standard under this offer may no longer use software under their qualifying licenses. This product note and documentation of the customer's qualifying licenses is evidence of their right to use Core Infrastructure Server Suite Standard under this offer. That right expires upon expiration of the qualifying licenses.

CAL Suite

Products	DR	L	USA	SA	CO/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/SA	SCE
Core CAL Suite (Device and User)	10/06		2	1									
Core CAL Suite Bridge for Office 365 (Device and User)	6/11												
Core CAL Suite Bridge for Office 365 and Windows Intune (Device and User)	6/11												
Core CAL Suite for Windows Intune (Device and User)	4/11												
Enterprise CAL Suite (Device and User)	10/06		8	3									

Products	DA	L	USA	SA	CA/SA	EA/EA	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Enterprise CAL Suite Bridge for Office 365 (Device and User)	6/11												
Enterprise CAL Suite Bridge for Office 365 and Windows Intune (Device and User)	6/11												
Enterprise CAL Suite Bridge for Windows Intune (Device and User)	4/11												

Transition Eligible: All but Bridges
 Suite: Yes
 Product Pool: Server
 Software Assurance Benefits: Server
 CAL Suite

Additional Information

Process to Determine Applicable Use Rights for CAL Suites
 A CAL Suite license is version-less and the access rights are determined by the status of the SA coverage on it. If SA coverage lapses, access rights under perpetual licenses are determined based on the PUR in effect prior to the lapse.

Core CAL Suite

As of November 1, 2013, a license for the Core CAL Suite with active SA coverage provides rights equivalent to the following: Windows Server 2012 CAL, Exchange Server 2013 Standard CAL, Lync Server 2013 Standard CAL, SharePoint Server 2013 Standard CAL, System Center 2012 R2 Configuration Manager Client Management License, and System Center 2012 R2 Endpoint Protection.

Open Value customers may be eligible for an Up to Date Discount based on existing Core CALs. See [Chart Key](#).

Enterprise CAL Suite

As of April 1, 2013, a license for the Enterprise CAL Suite with active SA coverage provides rights equivalent to the following: all of the current components of the Core CAL Suite, Exchange Enterprise CAL with Services 2013, Exchange Online Archiving for Exchange Server, SharePoint Server Enterprise CAL 2013, Lync Server Enterprise CAL 2013, Windows Server 2012 Active Directory Rights Management Services CAL and all of the current components of the System Center 2012 Client Management Suite. Rights associated with Online Services offerings expire upon lapse of SA coverage, whether or not the Enterprise CAL Suite is perpetual.

Open Value customers may be eligible for an Up to Date Discount based on existing Enterprise CALs. See [Chart Key](#).

Online Services Included with Enterprise CAL Suite

As of April 1, 2013, a license for the Enterprise CAL Suite with active SA coverage includes the rights to Exchange Online Archiving for Exchange Server, Data Loss Prevention, and Exchange Online Protection.

- International Availability.** These Online Services are only available in countries where Office 365 is available: <http://www.microsoft.com/online/fisa.aspx?international>
- Provisioning.** To begin using these services, customer must contact their Microsoft Partner, who can begin the provisioning process required to activate each service.
- Supplemental Terms and Conditions.** For customers under Microsoft Business Agreements dated prior to October 2010 who have not attached the Online Services Supplemental Terms and Conditions for Online Services to its volume licensing agreement via an Enrollment dated after July 2011 or otherwise, the Supplemental Terms for Online Services used with Software – Legacy Agreements in Appendix A – Program Agreement Supplemental Terms apply to purchase and use of the Online Services included with Enterprise CAL Suite.

Forefront Unified Access Gateway 2010

Enterprise CAL customers with active SA coverage as of December 1, 2012 may be eligible for special terms regarding the use of Forefront Unified Access Gateway 2010. See the March 2014 Product List for more information <http://go.microsoft.com/fwlink=9839207>.

Forefront Protection Suite

A subscription to Forefront Protection Suite consists of the following Online Services: System Center 2012 Endpoint Protection, Forefront for Office Communications Server (formerly Antigen for Instant Messaging), Forefront Online Protection for Exchange (formerly Exchange Hosted Filtering), Forefront Protection 2010 for Exchange Server, Forefront Threat Management Gateway Web Protection Service and Forefront Protection 2010 for SharePoint Server.

Core CAL Suite Bridge for Office 365, for Office 365 & Intune, and for Intune
 CAL Suite Bridges Requirements

A CAL Suite Bridge may be required when transitioning from a CAL Suite to comparable software and Online Service combination. When a transition requires a CAL Suite Bridge, and the qualifying license has been fully paid by the Customer, no license purchase is required of the CAL Suite Bridge. Instead, SA may be purchased for the CAL Suite bridge at the Enrollment anniversary in which the transition is effective. In such circumstances, the transition ratio may only be one CAL Suite Bridge SA for one CAL Suite SA, and for the same user or device license as the qualifying CAL Suite.

A CAL Suite Bridge is an Enterprise Product, and may only be licensed in conjunction with its qualifying Online Service to satisfy the Organization Wide requirement of either that CAL Suite Bridge or its parent CAL Suite.

CAL Suite Bridge	Parent CAL Suite	Qualifying Online Services
Core CAL Suite Bridge for Office 365	Core CAL Suite	Office 365 Enterprise E1, or Office 365 Enterprise E3, or Office 365 Enterprise E4
Core CAL Suite Bridge for Office 365 and Windows Intune	Core CAL Suite	Office 365 Enterprise E1 and Windows Intune, or Office 365 Enterprise E3 and Windows Intune, or Office 365 Enterprise E4 and Windows Intune
Core CAL Suite Bridge for Windows Intune	Core CAL Suite	Windows Intune
Enterprise CAL Suite Bridge for Office 365	Enterprise CAL Suite	Office 365 Enterprise E3, or Office 365 Enterprise E4
Enterprise CAL Suite Bridge for Office 365 and Windows Intune	Enterprise CAL Suite	Office 365 Enterprise E3 and Windows Intune, or Office 365 Enterprise E4 and Windows Intune
Enterprise CAL Suite Bridge for Windows Intune	Enterprise CAL Suite	Windows Intune

Student Only CALs (Academic Open License and Academic Select)

Student Only CALs are restricted to license student owned PCs or institution owned PCs dedicated to an individual student and are NOT for use in labs or classrooms.

Transitions

Products being Transitioned

Valid Transition Options
Core CAL Suite
Office 365 (Enterprise E1, E3, E4, G1, G3, G4)*, Windows Intune (not Bookmark not defined)
Enterprise CAL Suite
Office Professional Plus and Core CAL Suite
Office Professional Plus and Enterprise CAL Suite
Office 365 (Enterprise E3, E4, G3, G4)*
Office 365 (Enterprise E3, E4, G3, G4)*

*Requires appropriate CAL Suite Bridge.

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Forefront

Products	DA	L	USA	SA	CA/SA	EA/EA	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Forefront Identity Manager 2010 R2 CAL (User)	5/12	1	2	1									
Forefront Identity Manager 2010 R2 External Connector	5/12	125	188	63									
Forefront Identity Manager 2010 R2 Server	5/12	125	188	63									
Forefront Identity Manager 2010 R2 Windows Live Edition	5/12	25	38	13									

Prior Version: Forefront Identity Manager 2010 (4/10)
 Product Pool: Server
 Software Assurance Benefits: Server

Additional Information

Forefront Identity Manager 2010 – Windows Live Edition

Forefront Identity Manager 2010 – Windows Live Edition is the next version for Identity Lifecycle Manager 2007 – Windows Live Edition
 Forefront Protection 2010 for SharePoint, Forefront Protection 2010 for Exchange Server, and Forefront Protection 2010 for Internet Sites

Forefront Protection 2010 for SharePoint, Forefront Protection 2010 for Exchange Server, and Forefront Protection 2010 for Internet Sites will no longer be available as of December 1, 2012. Existing customers with active subscriptions for the Online Services as of November 30, 2012 may continue to use the Online Services until December 31, 2015. Existing customers may also add new users as needed without any requirement to order additional User Subscription Licenses. Ongoing use of the Online Services remains subject to the terms and conditions of the customer's Volume Licensing agreement, the terms of service for the Online Services and the terms and conditions here.

Migration Right for Forefront Protection 2010 for Exchange Server

Volume Licensing customers who have acquired a license for Forefront Protection 2010 for Exchange Server are eligible to use Antigen for Exchange, Antigen for SMTP Gateways, and Antigen Spam Manager in place of Forefront Protection 2010 for Exchange Server. Use of Antigen for Exchange, Antigen for SMTP Gateways, and Antigen Spam Manager is subject to their license agreement and the use rights for Forefront Protection 2010 for Exchange Server. * Customers' rights to use Antigen for Exchange, Antigen for SMTP Gateways, and Antigen Spam Manager expire when the rights under their Forefront Protection 2010 for Exchange Server license expire.

The right to use Antigen in place of Forefront Security does not apply to customers who initially acquire licenses for one or more of the Antigen services and migrate to Forefront Protection 2010 for Exchange Server. For example, customers who licensed Antigen for Exchange are not permitted to use Antigen for SMTP Gateways or Antigen Spam Manager under their Antigen for Exchange licenses by virtue of migration rights under that license to Forefront Protection 2010 for Exchange Server.

Downgrade Right for Forefront Security for SharePoint

Volume Licensing customers who have acquired a license for Forefront Protection 2010 for SharePoint are eligible to downgrade to and use Antigen for SharePoint in place of their licenses of Protection 2010 for SharePoint. Use of Antigen for SharePoint is subject to their license agreement and the use rights for Forefront Protection 2010 for SharePoint. Customers' rights to use Antigen for SharePoint expire when the rights under their Forefront Protection 2010 for SharePoint license expire.

All users (or devices) accessing a protected server need User (or Device) SLs unless they are licensed via the Forefront for Exchange External Connector or the Forefront Security for SharePoint for Internet Sites Add-on SLs.

Please refer to the Online Services Subscription Terms and Payment Terms Options section for Online Services pricing and payment terms.

Forefront Unified Access Gateway

The 2010 version of Forefront Unified Access Gateway (Forefront UAG) is the final version of that product. Please refer to the March 2014 Product List for more details <http://go.microsoft.com/fwlink?id=9833207>.

MapPoint

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
MapPoint 2013 for Windows	7/12	1	2	1									
MapPoint Fleet Edition 2013	7/12	4	6	2									

Prior Version: MapPoint 2011 (3/11)

Product Pool: Application
Software Assurance Benefits: Desktop

Microsoft Desktop Optimization Pack

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Microsoft Desktop Optimization Pack for SA	1/07	2											

Product Pool: System
Software Assurance Benefits: Desktop

Up To Date Discount: Yes

Additional Information

Customers who wish to acquire the Microsoft Desktop Optimization Pack for SA (MDOP) must first have acquired and assigned to their desktop one of the following:

- Active SA for the Windows desktop operating system

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- A Windows Virtual Desktop Access license, or
- Active subscriptions for Windows Companion Subscription.

Microsoft Dynamics

Microsoft Dynamics AX

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Microsoft Dynamics AX 2012 R3 Server	5/14												
Microsoft Dynamics AX 2012 R3 Enterprise CAL (Device and User)	5/14												
Microsoft Dynamics AX 2012 R3 Enterprise Additive CAL (Device and User)	5/14												
Microsoft Dynamics AX 2012 R3 Functional CAL (Device and User)	5/14												
Microsoft Dynamics AX 2012 R3 Functional Additive CAL (Device and User)	5/14												
Microsoft Dynamics AX 2012 R3 Self-Serve CAL (Device and User)	5/14												
Microsoft Dynamics AX 2012 R3 Task CAL (Device and User)	5/14												
Microsoft Dynamics AX 2012 R3 Task Additive CAL (Device and User)	5/14												

Prior Version: Microsoft Dynamics AX 2012 R2 (12/12)

Product Pool: Server
Software Assurance Benefits: Server

Additional Information

Localizations and Translations

Please refer to <http://www.microsoft.com/en-us/dynamics/erp-buy-software.aspx> to learn about availability of Microsoft Dynamics AX R3 in select countries and languages.

Use Rights

The uses permitted under the different Microsoft Dynamics AX 2012 R3 CALs are outlined below:

- Self-Serve CAL (Base CAL)
Grants a user rights for their own use and not for or on behalf of other individuals (i) to record time resulting solely for payroll processing, (ii) to record expenses solely for reimbursement, (iii) manage personal information and (iv) create requisitions (v) and manage budgets related to these activities
- Task CAL (Self-Serve CAL + Task Additive CAL)
Grants a user rights to (i) record and approve any type of time and expenses (ii) approve invoices (iii) approve all Self-Serve related transactions, and (iv) operate a Point of Sale Device or a Warehouse Device.
 - "Point of Sale Device" means one device located in the Commerce location, used by any individual, for the purpose of completing customer-facing sales of goods or services transactions.
 - "Warehouse Device" means one device dedicated to Performing Warehousing Functions, and that may not be used for any other purposes. Each Warehouse Device must (i) not have cellular capabilities, and (ii) if the device is hand held, have a built-in barcode scanner.
 - "Performing warehousing functions" means receiving, putting-away, doing internal stock transfers, picking, packing, and shipping goods plus performing inventory count checks in the context of a warehouse management system and posting output and materials consumption against production orders when captured as transfers of raw materials and finished goods between a warehouse and a production line (all other types of transactions are excluded).
 - "Commerce Location" or "Store" means a physical location (static or itinerant) operated by you when dosing goods or services transactions with customers.
- Functional CAL (Task CAL + Functional Additive CAL)

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Grants a user rights to (i) use established operational cycles and business processes provided by the software, (ii) create and update (a) position requisitions or (b) master data records pertaining to applicants, employees, customers, vendors, or parts catalogs, (iii) operate a Store Manager Device, and (iv) approve all Task and Self-Serve related transactions.

- o "Store Manager Device" means one device located in the Commerce Location, used by any individual, dedicated to performing the following tasks solely for that Commerce Location (i) managing and replenishing inventory, (ii) balancing cash registers and processing daily receipts, (iii) configuring and maintaining menu options displayed by the ISV Devices, (iv) purchasing supplies and services required to run the Commerce Location operations, (v) managing Commerce Location staff, (vi) processing reports required to analyze and manage Commerce Location results, and (vii) managing master data related to Commerce Location operations.

- Enterprise CAL (Functional CAL + Enterprise Additive CAL)
 - Grants a user full unrestricted access to all the functionality in the server software across the ERP solution.
 - o Full Use Rights

External users do not require CALs. External user licenses must not be used for business process outsourcing purposes.

Please refer to <http://www.microsoft.com/en-us/dynamics/erp-buy-ax-software.aspx> to learn more about Microsoft Dynamics AX R3 CAL options.

Supplemental License Terms

Use of eCommerce Components, Point of Sale Components and similar updates and supplements to Microsoft Dynamics AX 2012 R3 are governed by the Supplemental License Terms found here: <http://www.microsoft.com/en-us/dynamics/erp-buy-ax-software.aspx>.

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Microsoft Dynamics CRM

Product	DA	L	USA	SA	CA/SA	EA/SA	EES	MP/SA	CL	OM	OV/OVS	S/E+	SEC
Microsoft Dynamics CRM Basic CAL (Device and User)	10/13	10	15	5									
Microsoft Dynamics CRM Basic Use Additive CAL (Device and User)	10/13	1	2	1									
Microsoft Dynamics CRM Essential CAL (Device and User)	10/13	1	2	1									
Microsoft Dynamics CRM Professional CAL (Device and User)	10/13	10	15	5									
Microsoft Dynamics CRM Professional Use Additive CAL (Device and User)	10/13	5	8	3									
Microsoft Dynamics CRM Server 2013	10/13	50	75	25									
Microsoft Dynamics CRM Workgroup Server 2013	10/13	25	38	15									

Prior Version: Microsoft Dynamics CRM 2011 (8/12)

Qualified User Exemption: Yes

Product Pool: Server

Software Assurance Benefits: Server

Additional Information

License grants associated with end of life of Microsoft Dynamics CRM 2011 External Connector. Microsoft Dynamics CRM 2011 External Connector will be the last version of Microsoft Dynamics CRM External Connector. Volume licensing customers with SA for Microsoft Dynamics CRM 2011 External Connector licenses on October 1, 2013 or later will be deemed to have one license for Microsoft Dynamics CRM 2013 for each such license. The standard terms for migration apply to these licenses (see the [Software Assurance](#) Section); however, despite anything to the contrary in those terms, customers are not required to stop using software under their qualifying licenses if they deploy and use Microsoft Dynamics CRM 2013.

Upgrade Rights for Microsoft Dynamics CRM 2013 for Software Assurance Customers

Customers who acquired their Microsoft Dynamics CRM 2013 Client Access licenses (CALs) and have active SA coverage on those licenses as of October 1, 2013 or later, may upgrade those licenses as shown below. The standard terms for migration apply to these licenses (see the [Software Assurance](#) Section).

Qualifying Product	Step Up To
1 Microsoft Dynamics CRM 2011 Employee Self Service CAL	1 Microsoft Dynamics CRM 2013 Essential CAL or 1 Microsoft Dynamics CRM 2013 Essential CAL and 1 Microsoft Dynamics CRM 2013 Basic Use Additive CAL
1 Microsoft Dynamics CRM 2011 Limited Use Additive CAL	1 Microsoft Dynamics CRM 2013 Basic Use Additive CAL
1 Microsoft Dynamics CRM 2011 Full Use Additive CAL	1 Microsoft Dynamics CRM 2013 Professional Use Additive CAL
1 Microsoft Dynamics CRM 2011 External Connector	None. External connector use rights are included in the CRM 2013 Server license

Downgrade Rights for Microsoft Dynamics CRM 2013

Customers with Microsoft Dynamics CRM 2013 licenses may use Microsoft Dynamics CRM 2011 in place of Microsoft Dynamics CRM 2013 as follows:

Qualifying Product	Step Up To
Microsoft Dynamics CRM Server 2013	Microsoft Dynamics CRM 2011 Server
Microsoft Dynamics CRM Workgroup Server 2013	Microsoft Dynamics CRM 2011 Workgroup Server 2011
Microsoft Dynamics CRM 2013 Essential CAL	Microsoft Dynamics CRM 2011 Employee Self Service CAL
Microsoft Dynamics CRM 2013 Basic Use Additive CAL	Microsoft Dynamics CRM 2011 Limited Use Additive CAL
Microsoft Dynamics CRM 2013 Professional Use Additive CAL	Microsoft Dynamics CRM 2011 Full Use Additive CAL

Client Access License Options

The uses permitted under the different Microsoft Dynamics CRM 2013 CALs are outlined in the table below. The Limited CAL and the Full CAL are offerings that include multiple licenses.

Use Right	Pro	Basic	Essen	Use Right	Pro	Basic	Essen	Use Right	Pro	Basic	Essen
View Announcements	✓	✓	✓	Manage user reports, user charts, and user dashboards	✓	✓	✓	Define and configure page	✓	✓	✓
Manage saved views	✓	✓	✓	Run reports	✓	✓	✓	Define and configure workflows	✓	✓	✓
Use relationships between records	✓	✓	✓	Create, update, and delete customer Reports	✓	✓	✓	System reports, system charts, and system dashboards	✓	✓	✓
Create personal views	✓	✓	✓	Create and update announcements	✓	✓	✓	Customize forms and views	✓	✓	✓
Advanced find search	✓	✓	✓	Read Microsoft Dynamics CRM application data	✓	✓	✓	Create Microsoft Dynamics CRM forms, entities, and fields	✓	✓	✓
Search	✓	✓	✓	User dashboards	✓	✓	✓	Administer CRM	✓	✓	✓
Use a queue item	✓	✓	✓	User charts	✓	✓	✓	Article templates	✓	✓	✓
Export data to Microsoft Excel	✓	✓	✓	Customer Care Accelerator (CCA) framework	✓	✓	✓	Create and publish articles	✓	✓	✓
Perform Mail Merge	✓	✓	✓	Convert an activity to a case	✓	✓	✓	Goal management	✓	✓	✓
Start dialog	✓	✓	✓	Case management	✓	✓	✓	Contract templates	✓	✓	✓
Run as an On-demand process	✓	✓	✓	Add or remove a customer relationship for a contact	✓	✓	✓	Contract management	✓	✓	✓
Run an automated workflow	✓	✓	✓	Associate an opportunity with a contact	✓	✓	✓	Territory management	✓	✓	✓
Read articles	✓	✓	✓	Qualify and convert a lead to a contact	✓	✓	✓	Sales literature	✓	✓	✓
Notes	✓	✓	✓	Contacts	✓	✓	✓	Quote management	✓	✓	✓
Activity management	✓	✓	✓	Lead scoring, routing, assignment	✓	✓	✓	Price lists	✓	✓	✓
Partner collaboration**	✓	✓	✓	Lead capture	✓	✓	✓	Product tracking	✓	✓	✓
Post activity feeds	✓	✓	✓	Add or remove a customer relationship for an account	✓	✓	✓	Order management	✓	✓	✓
Follow activity feeds	✓	✓	✓	Associate an opportunity with an account	✓	✓	✓	Invoice management	✓	✓	✓

Use Right	Pro	Basic	Essen	Use Right	Pro	Basic	Essen
Shared calendar	✓	✓	✓	Quality and convert a lead to an account	✓	✓	✓
Write custom entity records***	✓	✓	✓	Accounts	✓	✓	✓
Read custom application data	✓	✓	✓	Import data in bulk	✓	✓	✓
Microsoft Dynamics CRM Mobile Express	✓	✓	✓	Configure auditing	✓	✓	✓
Microsoft Dynamics CRM for iPad & Windows 8	✓	✓	✓	Configure duplicate detection rules	✓	✓	✓
Microsoft Dynamics CRM for Outlook	✓	✓	✓	Define relationships between entities	✓	✓	✓
Microsoft Dynamics CRM Web Application	✓	✓	✓	Define and configure queues	✓	✓	✓

* Creating, updating and deleting via workflows can only be performed against entities included in the use rights (e.g., update an opportunity requires Professional).

** Use of Yammer within the Microsoft Dynamics CRM application requires a Yammer Enterprise license (acquired separately).

*** Custom entities (either based on entities included in CRM or created by a customer or partner) may require a higher CAL or ULS, depending on the required access. Customizations can only be performed against entities included in the use rights.

Office Desktop Applications

Products	DA	L	USA	SA	CA/SA	EAS/ES	EES	MPSA	OL	OM	OV/VS	S/S*	SCE
Access 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Excel 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
InfoPath 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Lync 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Office Home & Student 2013 RT Commercial Use	12/12	1	2	1	1	1	1	1	1	1	1	1	1
Office Multi-Language Pack 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Office Professional Plus 2013	10/12	2	3	1	1	1	1	1	1	1	1	1	1
Office Standard 2013	10/12	2	3	1	1	1	1	1	1	1	1	1	1
OneNote 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Outlook 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
PowerPoint 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Project Professional 2013	10/12	4	6	2	1	1	1	1	1	1	1	1	1
Project Standard 2013	10/12	2	3	1	1	1	1	1	1	1	1	1	1
Publisher 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Visio 2013 Professional	10/12	2	3	1	1	1	1	1	1	1	1	1	1
Visio 2013 Standard	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Word 2013	10/12	1	2	1	1	1	1	1	1	1	1	1	1
Work At Home for Office Professional Plus 2013	10/12	2											
Work at Home for Office Standard 2013	10/12	2											

Prior Version: Office 2010 and Office 2010 Applications (4/10)
 Office 2007 and Office 2007 Applications (11/06)
 Transition Eligible: Office Professional Plus, Project Professional, Visio Professional

Additional Information

Work at Home

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A Work at Home license is an optional, license that can be acquired in conjunction with a full license for Office Standard or Office Professional Plus. It permits the primary user of the software to also install and use the software on a desktop outside of the Volume Licensing customer's or its affiliate's premises (e.g., at the user's home). The Work at Home offering is not an employee purchase plan offering. The Volume Licensing customer (not the employee) retains the rights to the Work at Home license. A "primary user," for purposes of this section, means the user who uses a Licensed Device at the Volume Licensing customer's premises more than 50% of the time in any 90 day period.

Office Professional Plus 2013

A license for Office Professional Plus 2013 also includes Office Home and Student RT 2013 Commercial Use and Office Web Apps Server 2013 rights.

Open Value customers may be eligible for an Up to Date Discount based on existing Office Professional 2010 or 2013 or Office Professional Plus 2010 or 2013 licenses.

Office Standard 2013

A license for Office Standard 2013 also includes Office Home and Student RT 2013 Commercial Use and Office Web Apps Server 2013 rights.

Office Multi-Language Pack 2013 Downgrade Rights

Customers with a license for Office Multi-Language Pack 2013 and a license for any of the following are eligible to use the English/Multilingual version of a downgraded version of the Product in place of the licensed version. Use of the downgraded version of the Product is subject to the use rights for the 2013 version of the Product. These rights expire when the customers' rights to either the Office Multi-Language Pack 2013 or the above listed 2013 Product expires.

- Office Standard 2013
- Office Professional Plus 2013
- Project Standard 2013
- Project Professional 2013
- Visio Standard 2013
- Visio Professional 2013

Transitions

Products being Transitioned	Valid Transition Options
Office Professional Plus	Office 365 (Enterprise E3*, E4*, G3, G4), Office 365 ProPlus/Entri
Office Professional Plus and Core CAL Suite	Office 365 (Enterprise E3, E4, G3, G4)*
Office Professional Plus and Enterprise CAL Suite	Office 365 (Enterprise E3, E4, G3, G4)*
Project Professional	Project Pro for Office 365
Visio Professional	Visio Pro for Office 365

*Requires appropriate CAL Suite Bridge.

Project Professional 2013

Customers who license Project Professional 2013 are deemed to have one Project Server 2013 Device CAL. The right to access Project Server 2013 under that CAL will expire when the corresponding Project Professional license expires. Customers with active SA for their Project Professional license will be deemed to have SA for their complimentary Project Server CALs. Such coverage will expire when the corresponding Project Professional coverage expires.

Please refer to the Project Server Product condition notes for additional rights that apply to these CALs.

Visio Professional 2013

Software Assurance Migration Path for Visio Premium 2010

Customers with active SA coverage for Visio Premium 2010 as of download availability date for Visio Professional 2013 are eligible to use Visio Professional 2013 in place of Visio Premium 2010. The terms and conditions for Migration Grants apply (see the Software Assurance Section).

Downgrade Rights for Visio Professional 2013

SA customers who have deployed Visio Premium 2010 only (i.e., are not using any other edition of Visio in their organization), and need additional seats of Visio Premium 2010, may purchase licenses for Visio Professional 2013 and downgrade to Visio Premium 2010. No other downgrades from Visio Professional 2013 to Visio Premium 2010 are permitted.

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Office for Mac

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Excel for Mac 2011	9/10	1	2	1									
Lync for Mac 2011	9/10	1	2	1									
Office for Mac Standard 2011	9/10	2	3	1									
Outlook for Mac 2011	9/10	1	2	1									
PowerPoint for Mac 2011	9/10	1	2	1									
Word for Mac 2011	9/10	1	2	1									
Work at Home for Mac 2011	9/10	2											

Prior Version: Office for Mac 2008 and Office for Mac 2008 Applications (1/08)
 Platform Independent: Office for Mac suites and Office for Mac applications
 Suite: Office for Mac Standard 2011
 Software Assurance Benefits: Desktop

Additional Information

Office for Mac Standard 2011
 A license for Office for Mac Standard 2011 also provides Office Home and Student RT 2013 Commercial Use and Office Web Apps Server 2013 rights. Licenses purchased on or after October 1, 2011 include Lync for 2011. Customers with active SA coverage on or after October 1, 2011 can use either Communicator for Mac 2011 or Lync for Mac 2011.

Outlook for Mac 2011
 Office for Mac 2011 is the successor version to Entourage for Mac 2008.

Lync for Mac 2011
 Lync for Mac 2011 is the successor version to Communicator for Mac 2011.

Office Productivity Servers

Exchange Server

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Exchange Server 2007 Standard for Small Business	3/08	10	20	10									
Exchange Server 2007 Standard for Small Business CAL	3/08	1	2	1									
Exchange Server Enterprise 2013	10/12	50	75	25									
Exchange Server Enterprise 2013 CAL (Device and User)	10/12	1	2	1									
Exchange Server Standard 2013	10/12	10	15	5									
Exchange Server Standard 2013 CAL (Device and User)	10/12	1	2	1									

Prior Versions: Exchange Server 2010 (11/09)
 Exchange Server 2007 (3/08)
 Exchange Server 2003 (5/03)
 Product Pool: Server
 Software Assurance Benefits: Server

Additional Information

License Grant for Exchange Server 2010 External Connector Customers
 The 2010 version of the Exchange Server 2010 External Connector License is the final version of that license. Customers with Exchange Server 2010 External Connector Licenses with active SA coverage as of October 1, 2012 are deemed to have one Exchange Server 2013 Enterprise license for each such External Connector license. The standard terms for migration apply to these licenses (see the Software Assurance Section).

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Exchange Enterprise CAL with Services 2013

As of April 1, 2013, a license for Exchange Enterprise CAL with Services 2013 with active SA coverage includes the rights to Data Loss Prevention and Exchange Online Protection.

- International Availability. These Online Services are only available in countries where Office 365 is available: <http://www.microsoft.com/online/faq.aspx?intl=us>
- Provisioning. To begin using these services, customer must contact their Microsoft Partner, who can begin the provisioning process required to activate each service.
- Supplemental Terms and Conditions. For customers under Microsoft Business Agreements dated prior to October 2010 who have not attached the Online Services Supplemental Terms and Conditions for Online Services to its volume licensing agreement via an Enrollment dated after July 2011 or otherwise, the Supplemental Terms for Online Services used with Software - Legacy in Appendix A - Program Agreement Supplemental Terms apply to purchase and use of the Online Services included with Exchange Enterprise CAL with Services 2013.

Lync Server

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Lync Server 2013	10/12	50	75	25									
Lync Server 2013 Enterprise CAL (Device and User)	10/12	1	2	1									
Lync Server 2013 Plus CAL (Device and User)	10/12	1	2	1									
Lync Server 2013 Standard CAL (Device and User)	10/12	1	2	1									

Prior Version: Lync Server 2010 (12/10)
 Product Pool: Server
 Software Assurance Benefits: Server

Additional Information

Lync Server 2013
 Customers with active SA for Lync Server 2010 Standard or Enterprise on October 1, 2012 may upgrade to and use Lync Server 2013 in place of their corresponding licensed copies of Lync Server 2010.

License Grant for Lync Server 2010 Enterprise External Connector, Lync Server 2010 Plus External Connector, and Lync Server 2010 Standard External Connector Customers
 The 2010 version of the Lync Server Enterprise External Connector, Lync Server Plus External Connector, and Lync Server Standard External Connector is the final version of those licenses. Customers with Lync Server 2010 Enterprise External Connector, Lync Server 2010 Plus External Connector, or Lync Server 2010 Standard External Connector licenses with active SA coverage as of October 1, 2012 are deemed to have a license for Lync Server 2013 for each such license. The standard terms for migration apply to these licenses (see the Software Assurance Section).

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Project Server

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Project Server 2013	10/12	50	75	25									
Project Server 2013 CAL (Device and User)	10/12	1	2	1									

Prior Version: Project 2010 (4/10)
 Product Pool: Server
 Software Assurance Benefits: Server
 Transition Eligible: Project Server CAL (Project Online)

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SharePoint

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Microsoft Office Audit and Control Management Server 2013	4/13	50	75	25									

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Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	DV/DVS	S/S+	SCE
SharePoint Server 2013	10/12	50	75	25									
SharePoint Server 2013 Enterprise CAL (Device and User)	10/12	1	2	1									
SharePoint Server 2013 Standard CAL (Device and User)	10/12	1	2	1									

Prior Version: SharePoint Server 2010 (4/10) Product Pool: Server
 Software Assurance Benefits: Server
 No prior version for Microsoft Office Audit and Control Management Server

Additional Information

Software Assurance Upgrade Rights for Prior Versions of SharePoint Server

The 2010 version of SharePoint Server for Internet Sites Enterprise, and SharePoint Server for Internet Sites Standard, FAST Search Server for SharePoint Server and Search Server is the final version of those products. Customers with licenses for SharePoint Server 2010 for Internet Sites Enterprise, SharePoint Server 2010 for Internet Sites Standard, FAST Search Server 2010 for SharePoint, Search Server 2010 with active SA coverage as of October 1, 2012 are deemed to have the following licenses. The standard terms for migration apply to these licenses (see the Software Assurance section).

Qualifying Product	Step Up To
SharePoint Server 2010 for Internet Sites Enterprise license	One SharePoint Server 2013 license
SharePoint Server 2010 for Internet Sites Standard license	One SharePoint Server 2013 license
FAST Search Server 2010 for SharePoint Server license	One SharePoint Server 2013 license
Search Server 2010 license	One SharePoint Server 2013 license, and 100 SharePoint Server 2013 Standard CALs

Exceptional Downgrade Rights for SharePoint Server 2013

Customers licensed for SharePoint Server 2013 may access and use any of the products listed below in place of SharePoint Server 2013 as follows:

Qualifying Product	Downgrade To
SharePoint Server 2013 license	SharePoint Server 2010, or FAST Search Server 2010 for SharePoint Server

A customer's right to access and use copies of SharePoint Server 2010 or FAST Search Server 2010 for SharePoint Server in place of licensed copies of SharePoint Server 2013 under this offer is subject to the terms and conditions of a customer's Volume Licensing agreement, the product use rights for SharePoint Server 2013 and these terms. That right expires upon the expiration or termination of the SharePoint Server licenses.

Extension of Software Assurance Self-Hosted Applications Rights for SharePoint Server for Internet Sites Enterprise Customers

SharePoint Server 2010 for Internet Sites Enterprise customers who are granted SharePoint Server 2013 licenses via the license grant outlined above, may upgrade to SharePoint Server 2013 (as provided in the foregoing grant) and use SharePoint Server 2013 under the product use rights for SharePoint Server 2013 and the terms and conditions of the "Servers - Self-Hosted Applications" section of the PUL. Provided customers maintain SA coverage on their complementary SharePoint Server 2013 licenses, the right to use SharePoint Server 2013 in this manner applies until the availability of the successor version of SharePoint Server 2013.

Rental Rights

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	DV/DVS	S/S+	SCE
Rental Rights for Office Professional Plus	4/09	1											
Rental Rights for Office Standard	4/09	1											
Rental Rights for Windows	4/09	2											

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The rental rights licenses granted under these programs are add-on licenses only to permit third party use of a licensed qualifying application or operating system. These licenses are not a full product license, nor a step up to a higher edition. Therefore, each desktop to which a customer assigns a rental rights license must be licensed to run one of the qualifying applications or operating systems identified below.

Qualifying Application for Office

The license for the qualifying application must be assigned to the same device to which the VL Rental Rights license is to be assigned. The qualifying applications by program type are:

Qualifying Applications for purchase of Rental Rights for Office	OEM	PBPC (Japan Only)	S/S+	OL
Office Standard				
Office Standard 2013			✓	✓
Office Standard 2010			✓	✓
Office Professional Plus				
Office Professional Plus 2013			✓	✓
Office Professional Plus 2010			✓	✓
Office Personal 2013		✓		
Office Home & Business 2013		✓		
Office Professional 2013		✓		

Qualifying operating systems for Windows

Customers who seek to acquire rental rights licenses through the Select Open License programs must first license and install a qualifying operating system on their desktop. Licensed qualifying operating systems also include licenses acquired through the Get Genuine Windows Agreement under those programs. The license for the qualifying OS must be assigned to the same device to which the VL Rental Rights license is to be assigned. The qualifying operating systems by program type are:

Qualifying Operating System for purchase of Rental Rights for Windows	OEM	FPP	S/S+	OL
Windows 8 and Windows 8.1 (32-bit or 64-bit)*				
Pro (K, KN)	✓	✓	✓	✓
Windows 7 (32-bit or 64-bit)				
Professional (K, KN)	✓	✓	✓	✓
Windows Vista (32-bit or 64-bit)				
Business (K, KN)	✓	✓	✓	✓

*Customers who wish to rent devices licensed with Windows Enterprise may do so after downgrading to one of the Qualifying Operating Systems listed above.

Software Assurance

Customers acquiring rental rights licenses are not eligible to obtain SA for the rental rights licenses nor the underlying qualifying software licenses. However, users who rent/lease and use devices to which rental rights licenses for Windows are assigned may be permitted to acquire upgrades or Upgrade & Software Assurance for the underlying software licenses under their own Volume Licensing agreements. Despite anything to the contrary in that customer's Volume Licensing agreement regarding the accrual of perpetual rights, the right to use software under that coverage expires when corresponding rental rights licenses expire.

SQL

Business Intelligence Appliance

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	DV/DVS	S/S+	SCE
Business Intelligence Appliance 2012	11/11	125	188	63									

Product Pool: Server
 Software Assurance Benefits: Server

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The Business Intelligence Appliance 2012 software, which incorporates SQL Server 2008 R2 and SharePoint Server 2010, is available only in Microsoft-approved hardware and software configurations. Use of the software in other configurations is not supported and may impact performance. For more information, please visit <http://www.microsoft.com/bi/appliance/en/US/en/SQL-Server/Down-to-Buy.aspx>.

SQL Server

Products	DA	L	U/SA	SA	CA/SA	EA/PA/S	EES	MPSA	OL	OM	DV/DVS	S/S+	SCE
SQL Server 2014 Business Intelligence	4/14	75	113	38									
SQL Server 2014 CAL (Device and User)	4/14	1	2	1									
SQL Server 2014 Developer	4/14	1											
SQL Server 2014 Enterprise	4/14	75	113	38									
SQL Server 2014 Enterprise Core (2 pack Core License)	4/14	125	188	63									
SQL Server 2012 Parallel Data Warehouse	3/12	200	300	100									
SQL Server 2012 Parallel Data Warehouse Developer	3/12	1	2	1									
SQL Server 2014 Standard	4/14	15	23	8									
SQL Server 2014 Standard Core (2 pack Core License)	4/14	50	75	25									

Prior Version: SQL Server 2008 R2 (6/08)
 SQL Server 2012 (4/12)
 Product Pool: Server, Application (Developer)
 Software Assurance Benefits: Server (all but Developer)
 Qualified User Exemption: Per Core Products Reduction Eligible (SCE). All but Developer and PDW

Additional Information

SQL Server Fulfillment Options
 Customers may use only the software corresponding to the licensing model under which their SQL Server licenses are acquired.

SQL Server Buy-out Option under EAP
 Customers will have an option to renew SA for SQL Server Enterprise Server/CAL licenses after June 30, 2012, however their only buy-out option at the end of their enrollment term will be for core licenses.

Software Assurance Upgrade Rights for Prior Versions of SQL Server
 Customers that had SA coverage for the following Products on April 1, 2012, may be eligible to upgrade to version 2012 under special terms. SQL Server 2008 R2 Enterprise customers who maintain SA coverage also may be eligible for an extension of Unlimited Virtualization use rights. Please refer to the March 2014 Product List for more details <http://go.microsoft.com/fwlink?linkid=9839207>.

- SQL Server 2008 R2 Enterprise processor licenses
- SQL Server 2008 R2 Standard processor licenses
- SQL Server 2008 R2 Web processor licenses
- SQL Server 2008 R2 Workgroup

Customers with active SA coverage for the Products above on or after April 1, 2014 are eligible to upgrade to SQL Server 2014 under the same special terms, provided they maintained that coverage under the same continuous term since April 1, 2012 or earlier. Customers who renewed coverage on the Products above on or after April 1, 2012 may upgrade only based on their current core license inventory with active Software Assurance coverage. Notwithstanding anything to the contrary in the March 2014 Product List, fail-over server rights for customers who upgrade to SQL Server 2014 will be determined by the status of their Software Assurance coverage, as described in the April 2014 PUR located at <http://go.microsoft.com/fwlink?linkid=9839207>.

Customers who have not yet migrated to per core licensing, pursuant to options described in the March 2014 Product List, are likewise eligible to deploy SQL Server per processor licenses to shared third party servers, notwithstanding anything to the contrary in the License Mobility through SA terms and conditions published in the Product Use Rights as of April 2014. The right to deploy processor licenses under License Mobility through SA expires with such customers' current term of SA coverage.

SQL Server 2012 Parallel Data Warehouse Optional Build without Oracle Java

Customers who acquire new licenses for SQL Server 2012 Parallel Data Warehouse (PDW) after Appliance Update 1 (AU 1) has been made available may acquire a build of the product with Oracle Java or, upon request, without Oracle Java. The same options are available to existing customers who have active SA on licenses for SQL Server 2012 PDW at the time AU 1 is made available. For more information refer to <http://www.microsoft.com/en-us/sqlserver/solutions-technologies/data-warehouseing/pdw.aspx>.

SQL Server Business Intelligence CAL Waiver

The SQL Server 2014 Business Intelligence CAL waiver for Batch Jobs described in the April 2014 PUR also applies to the 2012 version of that Product.

SQL Server 2012 Parallel Data Warehouse Special Deployment and Use Options available to Software Assurance customers
 SQL Server 2008 R2 will be the last version of SQL Server Parallel Data Warehouse licensed under the per processor licensing model. As an exception, Volume Licensing customers with active SA for SQL Server 2008 R2 Parallel Data Warehouse licenses on March 1st, 2013 ("qualifying licenses") are given the following options: SQL Server 2008 R2 Parallel Data Warehouse licenses subsequently acquired under the same enrollment term as part of an Enterprise or Enterprise Subscription customer's scheduled true-up process are also qualifying licenses for purposes of these options.

For every qualifying license that the customer owns customer may upgrade to 8 core licenses for SQL Server 2012 Parallel Data Warehouse. Upon upgrade to SQL Server 2012, customers' underlying SQL Server 2008 R2 licenses are no longer valid.

System Center Standard License Grant

Additionally, customers upgrading to SQL Server 2012 Parallel Data Warehouse under qualifying licenses will be eligible for the following System Center license grants apply upon their upgrade to SQL Server 2012 Parallel Data Warehouse:

- One System Center 2012 Standard license per server for every server running SQL Server 2012 Parallel Data Warehouse software
- Two System Center 2012 Standard licenses per server for all the remaining servers in the SQL Server 2012 Parallel Data Warehouse Appliance.

The software may be used solely to support the SQL Server 2012 Parallel Data Warehouse Appliance.

For Customers with Software Assurance who choose not to renew

Enterprise Subscription customers with coverage as of March 1, 2013 electing to buyout processor licenses and any other customers who acquire qualifying perpetual licenses under their agreement and choose not to renew SA may run SQL Server 2008 R2 or SQL Server 2012 under those licenses as follows:

- SQL Server 2008 R2 Parallel Data Warehouse: Ongoing use of this version of the software is subject to SQL Server 2008 R2 license product use rights.
- SQL Server 2012 Parallel Data Warehouse: Use of this version of the software is subject to SQL Server 2012 Parallel Data Warehouse product use rights.

All SQL Server Parallel Data Warehouse and System Center licenses granted under this offer will include SA coverage. That coverage will expire when the corresponding qualifying SA coverage expires. Upon expiration of that coverage, customers may renew their SA on the granted licenses.

A customer's use of software under this offer will be subject to the terms and conditions of its license agreement and the product use rights for the software. The right to use the software expires when the right to use software under the qualifying license expires. Evidence of their qualifying licenses and this Product Note will evidence the customer's right to use SQL Server 2012 Parallel Data Warehouse and System Center 2012 under the terms of this offer. Customers may not transfer the licenses granted under this offer separately from the corresponding qualifying licenses.

Street and Trips

Products	DA	L	U/SA	SA	CA/SA	EA/PA/S	EES	MPSA	OL	OM	DV/DVS	S/S+	SCE
Street and Trips 2013	7/12	1	2	1									

Prior Version: Street and Trips 2011 (9/11)

Product Pool: Applications
 Software Assurance Benefits: Desktop

System Center

System Center Client Management Suite

Products	DA	L	USA	SA	CA/SA	E/EAS	MPSA	OL	OM	D/OVS	S/S+	SCE
System Center 2012 R2 Client Management Suite (Client ML) per OSE	10/13	2	1									
System Center 2012 R2 Client Management Suite (Client ML) per User	10/13	2	1									

Prior Version: **System Center 2012 Client Management Suite (3/12)**
Product Pool: Server
Software Assurance Benefits: Server

Suite: Yes

Additional Information:

System Center Client Management Suite customers that had SA coverage for System Center Client Management Suite on April 1, 2012 may be eligible to upgrade to version 2012 under special terms. Please refer to the October 2013 Product List for more details <http://go.microsoft.com/fwlink=9839207>.

System Center Configuration Manager

Products	DA	L	USA	SA	CA/SA	E/EAS	MPSA	OL	OM	D/OVS	S/S+	SCE
System Center Configuration Manager 2007 R3 Enterprise Server Management License	11/10											
System Center Configuration Manager 2007 R3 Standard Server Management License (Standard Server ML)	11/10											
System Center 2012 R2 Configuration Manager Client Management License (Client ML) (Student Only)	10/13	2	1									
System Center 2012 R2 Configuration Manager Client Management License per OSE	10/13-2	2	1									
System Center 2012 R2 Configuration Manager Client Management License per User	10/13	2	1									

Prior Version: **System Center 2012 Configuration Manager (3/12)**
Product Pool: Server
Software Assurance Benefits: Server

System Center Configuration Manager Server 2007 R2 (9/08)

Additional Information:

System Center Configuration Manager customers that had SA coverage for System Center Configuration Manager on April 1, 2012 may be eligible to upgrade to version 2012 under special terms. Please refer to the October 2013 Product List for more details <http://go.microsoft.com/fwlink=9839207>.

Only Campus and School Agreement and Enrollment for Education Solutions customers who licensed System Center Configuration Manager 2007 R3 prior to April 1, 2012 may acquire management licenses for this version of the Product, and those management licenses must be acquired under the same agreement or enrollment term as the earlier licenses.

System Center Data Protection Manager

Products	DA	L	USA	SA	CA/SA	E/EAS	MPSA	OL	OM	D/OVS	S/S+	SCE
System Center Data Protection Manager 2010 Enterprise Server Management License	5/10											
System Center Data Protection Manager 2010 Standard Server Management License	5/10											

Product Pool: Server
Software Assurance Benefits: Server

Additional Information:

Only Campus and School Agreement and Enrollment for Education Solutions customers who licensed System Center Configuration Manager 2007 R3 prior to April 1, 2012 may acquire management licenses for this version of the Product, and those management licenses must be acquired under the same agreement or enrollment term as the earlier licenses.

System Center Operations Manager

Products	DA	L	USA	SA	CA/SA	E/EAS	MPSA	OL	OM	D/OVS	S/S+	SCE
System Center Operations Manager 2007 R2 Enterprise Server Management License	7/09											
System Center Operations Manager 2007 R2 Standard Server Management License	7/09											
System Center Operations Manager 2007 R2 Client Management License per OSE	7/09											
System Center Operations Manager 2007 R2 Client Management License per User	7/09											

Prior Version: **System Center Operations Manager 2007 (3/08)**
Product Pool: Server
Software Assurance Benefits: Server

Additional Information:

Only Campus and School Agreement and Enrollment for Education Solutions customers who licensed System Center Configuration Manager 2007 R3 prior to April 1, 2012 may acquire management licenses for this version of the Product, and those management licenses must be acquired under the same agreement or enrollment term as the earlier licenses.

System Center Server

Products	DA	L	USA	SA	CA/SA	E/EAS	MPSA	OL	OM	D/OVS	S/S+	SCE
System Center 2012 R2 Datacenter Server Management License (2 processor)	10/13		38	13								
System Center 2012 R2 Standard Server Management License (2 processor)	10/13		23	8								

Prior Version: **System Center 2012 (3/12)**
Product Pool: Server
Software Assurance Benefits: Server

Additional Information:

Software Assurance Upgrade Rights for Prior Versions of System Center Server

Customers that had SA coverage for the following Products on April 1, 2012 may be eligible to upgrade to version 2012 under special terms. Please refer to the March 2014 Product List for more details <http://go.microsoft.com/fwlink=9839207>.

- System Center Server Management Suite Enterprise or Datacenter
- System Center Essentials 2010
- System Center Reporting Manager 2006

- Windows Embedded Device Manager 2011

Server and Cloud Enrollment (SCE) to an Enterprise Agreement for System Center 2012 R2 Standard
Customers who have SCE, have met the coverage requirements, and enrolled in the Core Infrastructure component are eligible to install and manage the System Center product in the Virtual Operating System Environment (Virtual OSE) components within Microsoft Azure. This benefit will allow customers to manage up to 10 eligible Virtual OSE instances within Microsoft Azure for each CIS license enrolled in the SCE.

Eligible Microsoft Azure Virtual OSE instances:

- Windows Virtual Machine instances
- Cloud Services instances (Web role and Worker role)
- Storage Accounts
- SQL Databases
- Websites instances

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System Center Server Management Suite

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
System Center Server Management Suite Datacenter	4/10												
System Center Server Management Suite Enterprise	4/10												

Suite: Yes

Prior Version: System Center Data Protection Manager 2007 (11/07)

Product Pool: Server

Software Assurance Benefits: Server

Additional Information

Only Campus and School Agreement and Enrollment for Education Solutions customers who licensed System Center Server Management Suite prior to April 1, 2012 may acquire management licenses for this version of the Product, and those management licenses must be acquired under the same agreement or enrollment as the earlier licenses.

System Center Server Management Suite Enterprise corresponds to versions of System Center pre-dating the System Center 2012 Products. Except as specifically described in the October 2013 Product List, licenses for this Product do not have any upgrade path to System Center 2012 software.

As of November 1, 2010, a license for the System Center Server Management Suite Enterprise with active SA coverage provides server management rights for System Center Enterprise server management licenses for Operations Manager 2007 R2, Configuration Manager 2007 R3, Data Protection Manager 2010, Service Manager 2010, and Virtual Machine Manager 2010. In addition, the server license for Virtual Machine Manager 2008 R2 and Data Protection Manager 2010 is included.

As of November 1, 2010, a license for the System Center Server Management Suite Datacenter with active SA coverage provides server management rights for System Center Enterprise server management licenses for Operations Manager 2007 R2, Configuration Manager 2007 R3, Data Protection Manager 2010, Service Manager 2010, and Virtual Machine Manager 2010. In addition, the server license for Virtual Machine Manager 2008 R2 and Data Protection Manager 2010 is included.

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System Center Service Manager

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
System Center Service Manager 2010 Client Management License (Client ML) per OSE	4/10												
System Center Service Manager 2010 Client Management License (Client ML) per User	4/10												
System Center Service Manager 2010 Server Management License (Server ML) per OSE	4/10												

Product Pool: Server

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Software Assurance Benefits: Server

Additional Information

Only Campus and School Agreement and Enrollment for Education Solutions customers who licensed System Center Configuration Manager 2007 R3 prior to April 1, 2012 may acquire management licenses for this version of the Product, and those management licenses must be acquired under the same agreement or enrollment term as the earlier licenses.

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VDI Suite

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
VDI Suite	4/12	1											
VDI Suite with MDOP	4/12	1											

Product Pool: Server

Software Assurance Benefits: Server

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Visual Studio

Visual Studio

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
MSDN Operating Systems	1/06	3	1										
MSDN Platforms	6/13	9	3										
Visual Studio Professional 2013	10/13	2											
Visual Studio Premium 2013 with MSDN	10/13	24	8										
Visual Studio Professional 2013 with MSDN	10/13	2	1										
Visual Studio Test Professional 2013 with MSDN	10/13	9	3										
Visual Studio Ultimate 2013 with MSDN	10/13	51	17										

Prior Version: Visual Studio 2012 (8/12)

Product Pool: Application

Software Assurance Benefits: Desktop

Reduction Eligible (SCE): All except MSDN OS

Promotion: Visual Studio Test Pro with MSDN

Additional Information

Visual Studio LightSwitch 2011 and Expression Studio Ultimate 4

Customers that had SA coverage for these Products as of April 1, 2012 may be eligible to upgrade to Visual Studio Professional 2012 under special terms. Please refer to the March 2014 Product List for more details <https://go.microsoft.com/fwlink?id=9833207>.

License Grant for Visual Studio Team Foundation Server 2013

The licensed users under Visual Studio Professional with MSDN, Visual Studio Premium 2013 with MSDN, Visual Studio Ultimate 2013 with MSDN, Visual Studio Test Professional 2013 with MSDN and MSDN Platforms are deemed to have one server license for Visual Studio Team Foundation Server 2013 and one Team Foundation Server User CAL. The CAL is for the sole use of the licensed user.

License Grant for SQL Server Parallel Data Warehouse Developer

The licensed users under Visual Studio Professional with MSDN, Visual Studio Premium 2013 with MSDN, Visual Studio Ultimate 2013 with MSDN and Visual Studio Test Professional 2013 with MSDN are deemed to have one license for SQL Server 2012 Parallel Data Warehouse Developer.

Software Assurance Eligibility

Customers with expiring SA on any Visual Studio with MSDN license or an expiring MSDN Operating Systems subscription or an active retail subscription corresponding to the Visual Studio offerings in this Product List may renew coverage under any Visual Studio with MSDN license.

When renewing to a different MSDN subscription level, the new use terms replace the prior use terms, and any software not included in the new

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MSDN subscription may no longer be used. Renewing into coverage that corresponds to a higher Visual Studio edition is facilitated through Step Up Licenses (please refer to the [Software Assurance](#) section).

Microsoft Azure Platform Services

Microsoft Azure benefits cannot be combined from multiple MSDN subscriptions onto a single Microsoft Azure account. Use of Microsoft Azure is subject to the Microsoft Azure terms of use.

Visual Studio Deployment

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MP/SA	OL	OM	DV/OS	S/S+	SCE
Visual Studio Deployment 2013 Datacenter	11/13	5	8	3									
Visual Studio Deployment 2013 Standard	11/13	5	8	3									

Product Pool: Server
Software Assurance Benefits: Server

Reduction Eligible (SCE): All

Visual Studio Team Foundation Server

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MP/SA	OL	OM	DV/OS	S/S+	SCE
Visual Studio Team Foundation Server 2013 with SQL Server 2010 Technology	10/13	5	8	3									
Visual Studio Team Foundation Server 2013 CAL (device and user)	10/13	5	8	3									

Prior Version: Visual Studio Team Foundation Server 2012 (8/12)
Product Pool: Server
Software Assurance Benefits: Server

Reduction Eligible (SCE): All

Windows

Windows Desktop Operating System

Products	DA	L	USA	SA	CA/SA	EA/EAS	EES	MP/SA	OL	OM	DV/OS	S/S+	SCE
Windows Companion Subscription	10/12	2											
Windows Enterprise Upgrade and SA for Partners in Learning	3/14												
Windows 8.1 Enterprise Sideload	11/13	1											
Windows 8.1 Enterprise Upgrade	3/14	2											
Windows 8.1 Enterprise Upgrade and SA	3/14		3	1									
Windows 8.1 Enterprise Upgrade and SA with MDCP	3/14		4	1									
Windows 8.1 Pro Upgrade	10/13	2											
Windows Virtual Desktop Access	7/07	2											

Prior Version: Windows 8 (8/12)
Product Pool: System
Software Assurance Benefits: Desktop

Up To Date Discount: Windows 8.1 Pro
Transition Eligible: Windows Pro (Virtual Desktop Access)

Additional Information

Windows Companion Subscription

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Institutions with a Campus and School Agreement

Institutions may purchase the Windows Companion Subscription (CSL) if they have coverage for the qualifying products. The maximum quantity of CSLs allowed to be purchased is equal to the institution's Eligible PC count of the qualifying products.

Companion Devices and Qualified Devices

The CSL is an Enterprise Product and thus fulfills the Systems portion of any purchase commitment for Qualified Devices in some Agreements (including the Enterprise Agreement). The CSL may be purchased in any quantity and does not need to be purchased for all of an organization's Qualified Devices but in no case can the CSL count exceed the combination of all Windows Upgrade, Windows Industry Upgrade and VDA License count. Note, while the CSL may be purchased for devices running Windows Industry, the use case is rare. Please check with a Microsoft licensing specialist to ensure proper compliance.

Windows Enterprise Upgrade and SA for Partners in Learning

For license eligibility and partner enrollment please refer to <http://www.microsoft.com/education/csl/partnersinlearning.aspx>.

Windows Sideload Rights

Windows Enterprise Sideload is the process of installing new Windows 8.1 Apps being used for the benefit of the customer directly to a device without going through the Windows Store. Domain-joined devices running Windows 8.1 Pro or Enterprise edition (including Industry edition), in any VL program, are feature-enabled for Windows Enterprise Sideload. Windows Enterprise Sideload can also be enabled on devices running Windows 8.1 Pro or Enterprise (including Industry edition) that are not domain-joined, and devices running Windows RT, or Windows RT 8.1 through the use of a product key. In all cases, Windows Enterprise Sideload may only be used to deploy Apps that are used for the benefit of the Volume Licensing customer. Windows Enterprise Sideload functionality is supplemental to the Windows Desktop Operating System, and as such, the license terms applicable to the Windows Desktop Operating System, as supplemented here, apply to customers' use of it. In academic programs with desktop platform products the student option allows use of sideloading keys on Windows Pro or Windows RT devices.

Customers in the following Volume Licensing programs (regardless of what they purchase) will be granted Enterprise Sideload Rights:

- Enterprise Agreement
- Enterprise Subscription Agreement
- Enrollment for Education Solutions
- School Enrollment
- Select and Select Plus

Enterprise Sideload Rights are available for purchase in the Open License program. The purchase of Enterprise Sideload Rights covers all devices used for the benefit of Volume Licensing customer.

Windows 8.1 Pro and Enterprise Upgrade

On March 1, 2014 Microsoft began offering the Windows Enterprise Upgrade in Volume Licensing. The following are changes related to this offering:

- Windows Pro Upgrade: The Windows Pro Upgrade remains available for purchase without SA.
- Windows Enterprise Upgrade: The Windows Enterprise Upgrade is offered as of March 1, 2014 and allows customers with a qualifying OS to upgrade to Windows Enterprise.
- Downgrade Rights: Windows Enterprise edition has downgrade rights to previous versions of Windows Enterprise in addition to the same downgrade rights as Windows Pro.
- Open Value: Customers may be eligible for an Up to Date Discount based on existing Windows 8.1 Pro, Windows 8 Pro and Windows 7 Professional licenses.
- Software Assurance: Except as stated below, SA may only be purchased for a Windows Enterprise Upgrade license.
 - Select Plus, Open Value, and Open License Programs: customers may continue to acquire SA for new devices licensed for Windows 8.1 or 8 Pro or Windows 7 Professional OEM or PPP within 90 days of purchase until July 1, 2014.
 - Renewals: Customers who bought SA for Windows Pro may renew SA for their covered devices without the need to buy a Windows Enterprise Upgrade license.
 - Purchasing Windows Upgrade + SA: Any customer in a volume licensing program which requires SA and who previously purchased Windows Pro Upgrade + SA may continue to purchase Pro Upgrade + SA until the end of their enrollment or agreement. Upon entering a new enrollment or agreement the customer will purchase Enterprise Upgrade + SA.

Windows Enterprise Upgrade (version-less) and Windows Professional Upgrade (version-less)

Version-less licenses for Windows Enterprise Upgrade and Windows Professional Upgrade are only available in the People's Republic of China under the Select Plus, Select, and Open License programs (two points). These licenses provide the right to use the version of Windows that is currently available when the customer acquires the license ("Customer's License Acquisition Date") or any earlier version of the same edition of the software. The license terms published for the version of Windows Pro and/or Windows Enterprise in the Product Use Rights as of

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Customer's License Acquisition Date apply to the customer's use of the software (whether the customer chooses to use the version that is currently available or any earlier version). The licenses are edition specific, so the customer must use a version of the edition of software expired prior to the release of Windows 8.1 Pro. This does not apply to Windows 8 Enterprise and Pro apply to the version-less licenses for Windows Enterprise Upgrade and Windows Professional Upgrade.

Grant to use Windows 8.1 Pro in Place of Windows 8 Pro
Volume Licensing customers licensed for Windows 8 Pro are licensed for Windows 8.1 Pro even if SA for the Windows desktop operating system expired prior to the release of Windows 8.1 Pro. This does not apply to Windows 8 Enterprise; you must have active SA for the Windows desktop operating system to have rights to Windows 8.1 Enterprise.

Qualifying Operating Systems (OS)

Customers with volume licensing agreements may purchase desktop operating system upgrade licenses for Windows 8.1 Pro and/or Windows 8.1 Enterprise. The desktop operating system licenses granted are upgrade licenses only. Full desktop operating system licenses are not available. Therefore, each device for which a customer acquires and on which it will run the Windows 8.1 Pro Upgrade (if available under customer's program) or Windows 8.1 Enterprise Upgrade must be licensed to run one of the qualifying OS identified below. The qualifying OS by Program type are:

Qualifying Operating Systems	New EA/OV-CW		Existing EA/OV-DW		Select (all except academic)		Open (all except Academic & Charity & OV-WW)		Academic & Charity	
Windows 8 and Windows 8.1 (32-bit or 64-bit)										
Enterprise (N, K, KN)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Pro (N, K, KN, diskless*)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Windows 8 and Windows 8.1										
Windows 8 and Windows 8.1 Single Language										✓
Windows 8.1 Pro for Education										✓
Windows 8.1 with Bing										✓
Windows 7 (32-bit or 64-bit)										
Enterprise (N, K, KN)			✓	✓	✓	✓	✓	✓	✓	✓
Professional (N, K, KN, diskless)			✓	✓	✓	✓	✓	✓	✓	✓
Ultimate			✓	✓	✓	✓	✓	✓	✓	✓
Home Premium										✓
Home Basic										✓
Starter Edition										✓
Windows Vista (32-bit or 64-bit)										
Enterprise (N, K, KN)	✓	✓						✓	✓	✓
Business (N, K, KN, Blade)	✓	✓						✓	✓	✓
Ultimate	✓	✓						✓	✓	✓
Home Premium										✓
Home Basic										✓
Starter Edition										✓
Windows XP (32-bit or 64-bit)										
Professional (N, K, KN, Blade)	✓	✓					✓	✓	✓	✓
Tablet Edition (N, K, KN, Blade)	✓	✓					✓	✓	✓	✓
XP Pro N										✓
XP Pro Blade PC	✓	✓					✓	✓	✓	✓
Home & Starter Edition										✓
Windows 2000 Professional								✓	✓	✓
Windows NT Workstation 4.0	✓	✓					✓	✓	✓	✓
Windows 98 (including 2nd Edition)	✓	✓					✓	✓	✓	✓
Apple Macintosh	✓	✓					✓	✓	✓	✓

Any operating system not listed above is not a qualifying OS, for example:

- Embedded Systems (e.g. Windows Embedded 8.1, Industry Pro, Windows XP Embedded) do not qualify for the Windows 8.1 Pro or Enterprise Upgrades.
- Linux or OS/2 do not qualify for the Windows 8.1 Pro or Enterprise Upgrades.
- RDS Client Access License does not qualify for the Windows 8.1 Pro or Enterprise Upgrades.

Qualifying OS Rules

- The qualifying OS must be installed on the device to which the VL Upgrade license is to be assigned.
- Apple Macintosh is only a qualifying OS if it is preinstalled by the authorized manufacturer prior to the initial sale of the device.
- Customers must remove the qualifying OS from the device in order to deploy the VL Upgrade license. The only exceptions are as follows:
 - Customers who wish to install or run more than one licensed OS at one time (including the qualifying OS), must acquire SA for the Windows desktop operating system.
 - Customers that have active SA coverage do not need to uninstall the qualifying OS and may install and run the qualifying OS and the VL licensed Windows desktop operating system at the same time.
- Academic Customers
 - Academic Select, Academic Open, CSA, and Open Value Subscription – Education Solutions customers acquiring the upgrade license using Windows XP Starter Edition, Windows Vista Starter Edition or Windows 7 Starter Edition as a qualifying OS waive any right to transfer that license outside of the country of purchase.

Software Assurance Coverage

Customers who wish to enroll in SA for the Windows Desktop Operating System have the following options. The options listed below are only available for the specific programs listed and only under the conditions stated.

- Select Plus, Open Value (Non company-wide), and Open License programs
 - Acquire Windows 8.1 Enterprise Upgrade & Software Assurance for desktops on which customer has licensed and installed one of the qualifying OS listed in the Windows Upgrade table above.
- Enterprise Enrollments and Company-wide Open Value Agreements (perpetual and subscription):
 - Initial Enterprise Enrollments or Open Value Agreements
 - Acquire Windows 8.1 Enterprise Upgrade & Software Assurance for all Qualified Devices. The customer must have licensed and installed one of the qualifying OS listed in the Windows Upgrade table above under the "New EA/OV-CW" column on all Qualified Devices.
 - Existing Enterprise Enrollments or Open Value Agreements (true-up and replacements)
 - Acquire Windows 8.1 Enterprise Upgrade & Software Assurance for all additional Qualified Devices. The customer must have licensed and installed on all additional Qualified Devices acquired from any source other than through a merger or acquisition one of the qualifying OS listed in the Windows Upgrade table above under the "Existing EA/OV-CW" column.
 - For merger or acquisition, the customer must have licensed and installed on all Qualified Devices acquired through merger or acquisition one of the qualifying OS listed in the Windows Upgrade table above under the "New EA/OV-CW" column.
 - Renewing an Enterprise Enrollment
 - Upon expiration of an existing Enterprise Enrollment covering the Windows Desktop Operating System, renew that coverage under a new Enterprise Enrollment for the Windows Desktop Operating System.
 - Campus and School Agreement, and Open Value Subscription – Education Solutions institutions:
 - The institution must have licensed and installed one of the qualifying OS listed in the Windows Upgrade table above under the "academic" column on their devices.

Windows To Go Student Option

Despite anything to the contrary in the Product Use Rights (PUR), institutions electing the Student Option are permitted a maximum of one Windows To Go instance per licensed student device. Institutions must ensure that students that are no longer enrolled at the institution cease their use of Windows To Go and return any USB devices with a Windows To Go instance to the institution.

Institutions electing the Student Option may not install Windows Pro or Windows Enterprise on any student owned devices.

Multi-Lingual User Interface (MUI)

Customers with rights to Windows 8.1 Enterprise edition are permitted to use MUI included in prior versions of the Windows Enterprise desktop operating system in place of Windows 8.1 Enterprise, but they may not take MUI rights from Windows 8.1 Pro and use them with Windows 7 Pro. MUI rights for Windows 7 can only be obtained via Windows 7 Enterprise.

Re-Imaging with Windows 8 and Windows 8.1

The following requirements apply to the re-imaging of Windows:

- If a third party will re-image Windows on a customer's PCs, the customer must first provide that third party with written documentation proving the customer has licenses for the software the third party will install. For example a copy of the signature form from the Microsoft Volume Licensing agreement applicable to the Microsoft operating system upgrade software being installed or the "Microsoft Customer License Verification for Upgrade Installation Services for Microsoft Windows Operating System Software by Third Parties" (available at <http://www.microsoft.com/licensing/docs/DocumentSearch.aspx>) can be used as documentation.
- Customers licensed to use Windows Pro 8.1 for Education are permitted to reimage customer-owned devices using Windows Pro 8.1 volume license media notwithstanding any statements to the contrary in their Volume Licensing agreement.

N (Not with Windows Media Player) versions of Microsoft Windows XP Professional, Vista Business and 7 Professional
Customers located in a) one of the countries established in the European Union (EU), b) European Free Trade Association (EFTA), c) Bulgaria, Croatia, Romania, or Switzerland may be eligible to acquire media for or download the N versions of Windows XP Professional, Vista Business and 7 Professional. See the March 2014 Product List for eligibility criteria and fulfillment details <http://go.microsoft.com/fwlink?id=9839207>.

K and KN Versions of Windows XP Professional, Vista Business and 7 Professional
Volume Licensing customers and their affiliates have specific Korea-specific media and download options for use of Windows XP Professional, Vista Business and 7 Professional in Korea. See the March 2014 Product List for requirements <http://go.microsoft.com/fwlink?id=9839207>.

Windows 8 Pro KN and Windows 8.1 Pro KN

Volume Licensing customers located in Korea who have an active Volume Licensing agreement or enrollment with Microsoft Operations Pte Ltd are eligible to acquire the media for Windows 8 Pro KN and Windows 8.1 Pro KN for deployment and use in Korea. No other use is permitted.

Windows 8 Pro N and Windows 8.1 Pro N (Not with Windows Media Player)

Volume Licensing customers who meet all of the following criteria are eligible to acquire the media for Microsoft Windows 8 Pro N and Windows 8.1 Pro N only for deployment and use in the European Union (EU), European Free Trade Association (EFTA), Bulgaria, Croatia, Romania, or Switzerland. They must have at least one of the following active agreements or enrollments with Microsoft (reland Operations Ltd):

- Select, Enterprise or Enterprise Subscription enrollment
 - Open License*, Open Value, Campus and School Agreement, Open Value Subscription – Education Solutions
- (*For purposes of Open License, an "active agreement" is one associated with an active Open License Authorization Number.)

They must have active SA for the Windows Desktop Operating System or Windows 8.1 Pro Upgrade licenses. They must be located in one of the countries established in the European Union (EU), European Free Trade Association (EFTA), Bulgaria, Croatia, Romania or Switzerland.

Transitions

Products being Transitioned		Valid Transition Options	
Windows Pro Upgrade	Windows Virtual Desktop Access	Windows Virtual Desktop Access	Windows Companion Subscription License

Windows Embedded Industry

Products	DR	US	SA	CA/SA	EES	MESA	OL	OW	OV/OS	S/S*	SCE
Windows Embedded 8 Standard Enterprise Kit (100 Pack)	10/13	2									
Windows Embedded 8.1 Industry Pro Upgrade	10/13	2									
Windows Embedded 8.1 Industry Enterprise Upgrade	4/14	2									
Windows Embedded 8.1 Industry Enterprise Upgrade (Std, POSR, Ind Retail)	4/14	2									
Windows Embedded 8.1 Industry Enterprise Upgrade and SA	4/14	3	1								
Windows Embedded 8.1 Industry Enterprise Upgrade and SA (Std, POSR, Ind Retail)	4/14	3	1								

Print Version: Windows Embedded 8 (6/13) Product Pool: System

Software Assurance Benefits: Desktop

Additional Information:

Enterprise Sideload for Windows Embedded 8.1

Please refer to Windows Sideload Rights in Windows Desktop Operating Systems for information on Windows Sideload Rights. If your Windows Industry 8 or 8.1 device needs to be enabled for Sideload, Enterprise Sideload is the process of installing new Windows 8.1 Apps being used for the benefit of the customer directly to a device without going through the Windows Store. Domain joined devices running Windows Embedded 8.1 Industry Enterprise edition, in any VL program, are feature-enabled for Enterprise Sideload. Enterprise Sideload functionality is supplemental to Windows Embedded 8.1 Industry Pro, and as such, the license terms applicable to Windows Embedded 8.1 Industry Pro, as supplemented here, apply to customers' use of it.

With the Windows Embedded 8.1 Industry Update, Sideload no longer requires a VL Sideload key. Sideload is enabled by default on Windows Embedded 8.1 Industry Pro and Windows Embedded 8.1 Industry Enterprise.

Windows Embedded 8 Standard Enterprise Kit

Customers who purchase an OEM device with Windows Embedded 8 Standard software preinstalled, may purchase a Windows Embedded 8 Standard Enterprise Kit license to license, unlock, and enable certain software features (including Windows DirectAccess, Enterprise Sideload, BranchCache, and AppLocker). Use of the software features enabled by the license granted under this offer is subject to the terms and conditions of the customer's license agreement and the software license terms for the underlying Windows Embedded 8 Standard software. The right to use the software features expires when the right to use the underlying Windows Embedded 8 Standard software expires. The Windows Embedded 8 Standard Enterprise Kit license must be permanently assigned to a single device and may not be transferred to any other device. Enterprise Sideload for Windows Embedded 8 Standard is only available as part of the Windows Embedded 8 Standard Enterprise Kit.

Windows Embedded 8.1 Industry Pro Upgrade, Windows Embedded 8.1 Industry Enterprise Upgrade, Windows Embedded 8.1 Industry Enterprise (Std, POS, Ind Retail) and Software Assurance (collectively "Windows Industry Products")

The operating system licenses granted for Windows Embedded 8.1 Industry Pro and Windows Embedded 8.1 Industry Enterprise upgrade licenses only. Full desktop operating system licenses are not available. Therefore, each device for which a customer acquires and runs the Windows Embedded 8.1 Industry Pro Upgrade or Windows Embedded 8.1 Industry Enterprise must be licensed to run one of the qualifying operating systems identified below.

Qualifying OS Rules for Windows Embedded 8.1 Industry Products

- The qualifying OS must be installed on the device to which the Upgrade license is to be assigned.
- Except as provided below, customers must remove the qualifying Operating System from the device in order to deploy the Windows Industry Upgrade license.
- Customers who wish to install or run more than one licensed Operating System at one time (including the qualifying OS), may acquire SA for their Windows Embedded 8.1 Industry Enterprise Upgrade license.
- Customers that have active SA coverage do not need to uninstall the qualifying OS and may install and run the qualifying OS and Windows Embedded 8.1 Industry Pro at the same time.

Qualifying Operating Systems ("Qualifying OS")

Customers with the Qualifying OS may purchase the corresponding Windows Industry Products as stated in the following table:

Qualifying Operating Systems	Windows Embedded 8.1 Industry Pro Upgrade	Windows Embedded 8.1 Industry Enterprise Upgrade	Windows Embedded 8.1 Industry Enterprise Upgrade (Std, POS, Ind Retail)
Windows Vista Business for Embedded Systems and Windows Vista Ultimate for Embedded Systems	✓	✓	✓
Windows 2000 Professional for Embedded Systems	✓	✓	✓
Windows NT Workstation for Embedded Systems	✓	✓	✓
Windows 7 Professional for Embedded Systems	✓	✓	✓
Windows 7 Ultimate for Embedded Systems	✓	✓	✓
Windows XP Professional for Embedded Systems	✓	✓	✓
Windows Embedded 8 and 8.1 Pro	✓	✓	✓
Windows Embedded 8 and 8.1 Industry Pro	✓	✓	✓
Windows Embedded 8 and 8.1 Industry Retail	✓	✓	✓

Qualifying Operating Systems		Windows Embedded 8.1 Industry Pro Upgrade	Windows Embedded 8.1 Industry Enterprise Upgrade	Windows 8.1 Embedded Industry Enterprise Upgrade (Std, POS, Ind Retail)
Windows Embedded POSReady 7 Pro		✓		✓
Windows Embedded for Point of Service (WEPoS)		✓		✓
Windows Embedded POSReady 2009 and POSReady 7		✓		✓
Windows XP Embedded		✓		✓
Windows NT Embedded		✓		✓
Windows Embedded Standard 7, 2009 and Windows Embedded 8 Standard		✓		✓

Customers with expiring SA are eligible to renew their coverage as Windows Industry Enterprise SA.

Customers who wish to enroll in Windows Embedded Industry 8.1 Enterprise SA have the following options:

- Select, Select Plus, Open Value (Non Organization Wide), and Open License programs
 - Renew SA for the Windows Embedded Industry operating system upon expiration of POSReady 2009, POSReady 7, Windows Embedded 8 Industry Pro, Windows Embedded 8.1 Industry Pro, Windows Embedded 8.1 Industry Enterprise, Windows Embedded 8.1 Industry Enterprise SA coverage.
- Enterprise Enrollments: Upon expiration of an existing Enterprise Enrollment covering the Windows Embedded Operating System, renew that coverage under a new Enterprise Enrollment for the Windows Embedded Operating System.

Customers who wish to acquire Windows Embedded 8.1 Industry Enterprise Upgrade & Software Assurance together have the following options:

- Enterprise Agreement, Select Plus, Open Value (Non Organization Wide), and Open License programs:
 - Acquire Windows Embedded 8.1 Industry Enterprise Upgrade & Software Assurance for Industry Devices on which customer has licensed and installed one of the qualifying OS listed in the Windows Industry Upgrade list above.
 - Customer may reassign SA coverage for Windows 8.1 Industry Enterprise from the original device to a replacement device, but not on a short-term basis (i.e., not within 90 days of the last assignment), as long as (1) customer has licensed and installed on the replacement device the latest version of that operating system, and (2) customer removes any related operating system upgrades from the original device.

Downgrade rights and Media Grants

Microsoft Windows Embedded 8.1 Industry Pro and Enterprise: Volume licensing customers with a valid license for Windows Embedded 8.1 Industry Pro and Enterprise obtained through the volume licensing program for Windows Embedded 8.1 Industry are eligible to use a prior version in place of the version they have licensed. Eligible prior versions of Windows Embedded 8.1 Industry Pro and Enterprise are Windows Embedded 8 Industry Pro, Windows Embedded POSReady 7 and Windows Embedded POSReady 2009. Windows 7 Professional for Embedded Systems, Windows Vista Business for Embedded Systems.

Open License, Select Plus and Enterprise Agreement customers only: Windows Embedded 8 and 8.1 Pro, Windows 7 Professional for Embedded Systems, Windows 7 Ultimate for Embedded Systems, Windows Vista Business for Embedded Systems, and Windows Vista Ultimate for Embedded Systems are eligible to be used in place of Windows Embedded 8.1 Industry Pro Upgrade or Windows Embedded 8.1 Industry Enterprise Upgrade. Use of the software is subject to all license terms for Windows Embedded 8.1 Industry Pro and Enterprise and is also limited to Industry Devices. The limitation is removed if the device is covered with Active SA for the Windows Industry operating system.

Industry Devices Definition

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

Software Assurance Purchase Right Grant

Customers with a Select Plus or Open agreement who purchased POSReady 2009, POSReady 7, Windows Embedded 8 Industry Pro (General or Retail), Windows Embedded 8.1 Industry Pro (General or Retail), Windows Vista Business or Ultimate for Embedded Systems, Windows 7 Professional or Ultimate for Embedded Systems, Windows Embedded 8 Pro, or Windows Embedded 8.1 Pro OEM licenses prior to July 1, 2014

may attach SA for the Windows desktop operating system to those licenses within 90 days of the license purchase date without the need to purchase the Windows Enterprise Upgrade.

The following requirements apply to the re-licensing of Windows Embedded

If a third party will re-image Windows Embedded products on a customer's PCs, the customer must first provide that third party with written documentation proving the customer has licenses for the software the third party will install. For example, a copy of the signature form from the Microsoft Volume Licensing agreement applicable to the Microsoft Embedded operating system upgrade software being installed can be used as documentation.

Windows Server

Windows MultiPoint Server

Products	DA	L	USA	SA	CA/SA	EAS	MESA	OL	OM	DV/OMS	S/5+	SCE
Windows MultiPoint Server 2012 CAL (Device and User)	12/12	1	2	1								
Windows MultiPoint Server 2012 CAL with Windows Server 2012 CAL (Device and User)	12/12	1	2	1								
Windows MultiPoint Server 2012 Premium with Windows MultiPoint Server 2012 Premium clients (Device and User)	12/12	10	15	5								
Windows MultiPoint Server 2012 Premium with Windows MultiPoint Server 2012 Premium clients (Device and User)	12/12	25	38	13								
Windows MultiPoint Server 2012 Premium with Windows MultiPoint Server CAL (5 clients) with Windows Server 2012 CAL (5 clients) (Device and User)	12/12	25	38	13								
Windows MultiPoint Server 2012 Standard	12/12	5	8	3								

Prior Version: Windows MultiPoint Server 2011 (3/11)
Product Pool: Server Software Assurance Benefits: Server

Windows Server

Products	DA	L	USA	SA	CA/SA	EAS	MESA	OL	OM	DV/OMS	S/5+	SCE
Windows Server 2012 Active Directory Rights Management Services CAL (Device and User)	8/12	1	2	1								
Windows Server 2012 CAL (Device and User)	8/12	1	2	1								
Windows Server 2012 Remote Desktop Services CAL (Device and User)	8/12	1	2	1								
Windows Server 2012 Remote Desktop Services External Connector	8/12	75	113	38								
Windows Server 2012 R2 Datacenter	10/13	5	10	5								
Windows Server 2012 R2 Essentials	10/13	15	23	8								
Windows Server 2012 Active Directory Rights Management Services External Connectors	8/12	125	188	65								
Windows Server 2012 External Connector	8/12	25	36	13								

Prior Version: Windows Server 2012 (8/12)
Product Pool: Server Software Assurance Benefits: Server External Connectors
Qualified User Exemption: External Connectors

Additional Information

Customers that had SA coverage for the following Products on September 1, 2012 (all but Small Business Server editions) and July 31, 2012 (Small Business Server Premium and Standard editions) and November 1, 2012 (Small Business Server Essentials editions) may be eligible to upgrade to version 2012 under special terms. Please refer to the October 2013¹ or March 2014² Product List for more details.

- <http://go.microsoft.com/fwlink-983920/>
- HPC Pack 2008 R2 Enterprise²
- Windows HPC Server 2008 R2 Suite²
- Windows Server 2008 R2 Datacenter¹
- Windows Server 2008 R2 Enterprise²
- Windows Server 2008 R2 HPC Edition²
- Windows Server 2008 R2 Enterprise²
- Windows Server 2008 R2 for Itanium Based Systems²
- Windows Small Business Server 2011 Essentials²
- Windows Small Business Server 2011 Premium¹
- Windows Small Business Server 2011 Premium Add-on and Add-on CAL Suite²
- Windows Small Business Server 2011 Standard²
- Windows Small Business Server 2011 CAL Suite/Windows Web Server 2008 R2²

Windows Small Business Server

Products	DA	L	1/SA	SA	CASA	EAEAS	EES	MPSA	OL	OM	DVD/US	S/S+	SCC
Windows Small Business Server 2011 CAL Suite (1 client)	1/11	1											
Windows Small Business Server 2011 CAL Suite (5 client)	1/11	5											
Windows Small Business Server 2011 CAL Suite (20 client)	1/11	25											
Windows Small Business Server 2011 Premium Add-on CAL Suite (1 client)	1/11	1	2	1									
Windows Small Business Server 2011 Premium Add-on CAL Suite (5 client)	1/11	5	10	5									
Windows Small Business Server 2011 Premium Add-on CAL Suite (20 client)	1/11	25	10	5									

Prior Version: Windows Small Business Server 2008 (10/08)

Product Pool: Server Software Assurance Benefits: Server

Online Services

General Terms

Online Services Regional Availability

Visit <http://www.microsoft.com/online/ifa.aspx?international> for a list of countries and regions in which the Online Services are available.

Online Services Purchasing Rules

The following purchasing rules apply to purchasing Online Services:

- Customers must have an active volume licensing agreement to order additional licenses or renew Online Services.
- If the customer makes additional purchases of an Online Service, the subscription term of the additional purchase must align with the customer's existing subscription term for the same Online Service. If pricing for additional orders of Product is not addressed in the customer's existing agreement, the price we charge the billing party-of-record for additional quantities of services will be the same price as the initial purchase.
- Customers may increase the Online Services subscription commitment, but may not reduce the Online Services subscription commitment during the term of their Online Services subscription, unless their agreements allow for such reduction. To ensure additional users are provisioned, the customer must place an order for every increase in subscription service.
- Unless customer has entered into the Enterprise Enrollment Amendment - Adding Enterprise Online Services, despite anything to the contrary in their agreement, a customer must order an Online Services subscription before the subscription is first used. Customers with an Enterprise Agreement may not submit a true up order for additional subscription licenses.
- Subscriptions for an Online Service may be cancelled within thirty (30) days after the earlier of the initial order or the initial license reservation of a service without penalty.
- A customer qualifies for the Open Value program with a minimum purchase of 5 licenses. This rule also applies when counting quantities of Online Services User Subscription Licenses (USLs). A USL can be counted toward the minimum quantity of 5 licenses. An order of 5 USLs meets the minimum requirement of the Open Value program. However, 5 USLs alone does not meet the minimum for Open Value Organization Wide and Open Value Subscription. For OV Organization Wide and OV Subscription the initial order must include a minimum of 5 Desktop Platform or Desktop Component Licenses in addition to any USLs.

Government Community Cloud (U.S. only)

For the purposes of this product note, the following are "qualifying Online Services": Exchange Online Archiving, Exchange Online Kiosk, Exchange Online Plans 1-2, Exchange Online Protection, Lync Online Plans 1-2, Office 365 Enterprise K1, OneDrive for Business, and SharePoint Online Plans 1-2. Qualifying Online Services are offered as government community cloud services and non-government community cloud services. Customers may be provisioned as one or the other but not a mix of both. Online Services designated as government community cloud may not be deployed in the same domain with specific non-government community cloud services.

Once an Online Service is provisioned in the government community cloud it will remain so for the duration of the subscription term. Customers that are United States federal, state, local, or tribal government entities must be party to a US Government Enterprise Enrollment or Enterprise Subscription Enrollment to be eligible to purchase Online Services designated as government community cloud. Use Rights for government community cloud services are equivalent to those of their standard multi-tenant equivalents. Online services offered as government community cloud services are not Transition Eligible (see Chart Key) nor are they eligible for license reservation at this time.

Online Services Subscription Terms and Payment Terms Options

The table below describes the subscription term and payment term options available for the Online Services under the named programs. For purposes of this table, Online Services are categorized as either "Cloud Services" or "Other Online Services". Terms for Microsoft Azure are provided in the Microsoft Azure section.

Cloud Services: Azure Rights Management, CRM Online, Office 365, Windows Intune, Yammer.

Other Online Services: Bing Maps, Forefront Online, Microsoft Learning, Microsoft Translator, System Center Endpoint Protection

Purchasing Program	Online Service	Subscription Term Options	Payment Term Options
Enterprise Agreement	Other Online Services	One-year subscription term	Full payment due at time of order
		Continuous Subscription	Full payment due at time of order

Purchasing Program		Online Service	Subscription Term Options	Payment Term Options
			term, in which the term ends on the date of the customer's enrollment end date	First payment at the time of the order covering remainder of the current agreement year and remaining payment(s) due on each agreement anniversary.
		Cloud Services	Coterminous Subscription term, in which the term ends on the date of the customer's enrollment end date	Full payment due at time of order
		Other Online Services	One-year subscription term	First payment at the time of the order covering remainder of the current agreement year and remaining payment(s) due on each agreement anniversary.
			Three-year subscription term	Payment due in full at the beginning of the subscription term.
			Subscription term that aligns to the second anniversary from the start date of Agreement	Full payment due at time of order
		Other Online Services	One-year subscription term	First payment due at time of order
		Cloud Services	One-year subscription term	First payment covering 12 months of service due at the time of the order, with the remaining payment(s) due on each order anniversary
				First payment at the time of the order that covers the remainder of the current agreement year, with the remaining payment(s) due on each agreement anniversary.
		Open License Open Value & Open Value Subscription		Annual payment based on monthly charge
				Full payment due at time of order.

For Microsoft Azure Services specific information, refer to the Microsoft Azure Services section.

*The subscription period starts at the time of product key activation and not the time of order. Once the Product Key is activated, Microsoft will not accept return requests submitted by our partners.

Online Services Renewal

Online Services with Auto-Renewal will automatically renew the day after their subscription term expires, unless the customer chooses not to renew by opting out of auto-renewal at a minimum of 30 days before the subscription expires by placing an order with their reseller or using a form that is available from <http://microsoft.com/licensing/contracts>. Upon the auto-renewal, Microsoft will invoice the billing party-of-record for the number of expiring licenses with the same subscription term option if the customer's initial agreement remains active. All renewals of services start a new subscription term that begins on the first day of the next calendar month after the prior subscription term expires. Online services subscriptions for government and academic customers will not be automatically renewed unless the customer chooses the auto-renewal option. Prices are reset at renewal.

Microsoft Dynamics Online

Microsoft Dynamics CRM Online

Products	Point	CA/SA	EAS/ES	EES	MPSA	OL	OM	OV/VS	S/S+	SCE
Microsoft Dynamics CRM Online Basic (User SL)	1									
Microsoft Dynamics CRM Online Basic for SA (User SL)	1									
Microsoft Dynamics CRM Online Enhanced Support (User SL)	1									
Microsoft Dynamics CRM Online Enterprise (User SL)	1									
Microsoft Dynamics CRM Online Enterprise Education (User SL)	1									
Microsoft Dynamics CRM Online Essential (User SL)	1									
Microsoft Dynamics CRM Online Essential for SA (User SL)	1									

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Microsoft Dynamics CRM Online Non-Production Instance (Add-on SL)	1
Microsoft Dynamics CRM Online Extra Production Instance (Add-on SL)	1
Microsoft Dynamics CRM Online Professional (User SL)	1
Microsoft Dynamics CRM Online Professional for SA (User SL)	1
Microsoft Dynamics CRM Online Professional Direct Support	1
Microsoft Dynamics CRM Online Add-on Extra Storage (Add-on SL)	1

True-up Eligible: All

Product Pool: Server

Transition Eligible: Essential, Basic and Professional

Additional Information

Add-On USLs
An Add-on User Subscription License (Add-on User SL) is a user Subscription License (SL) that is purchased in addition to (and associated with) a Qualifying License (or set of Qualifying Licenses), as outlined in the table below, and provides Online Services access and use rights equivalent to a full User SL for the same service.

Qualifying License(s)	Add-On User SL
Microsoft Dynamics CRM 2013 Essentials CAL ¹	Dynamics CRM Online Essentials for SA USL
Microsoft Dynamics CRM 2013 Basic CAL ¹ , or Microsoft Dynamics CRM 2013 Basic Use Additive CAL ¹	Dynamics CRM Online Basic for SA USL
Microsoft Dynamics CRM 2013 Professional CAL ¹ , or Microsoft Dynamics CRM 2013 Professional Use Additive CAL ¹	Dynamics CRM Online Professional for SA USL

¹With active SA

Campus and School Agreement

Subscription licenses for Microsoft Dynamics CRM Online sold under CA/SA may be acquired on an institution wide or non-institution wide basis. Subscription licenses must be licensed on a per User basis. If additional User Subscription Licenses are required to access Microsoft Dynamics CRM, an equal number of User Subscription Licenses must be ordered.

Microsoft Dynamics CRM Online- Microsoft Dynamics Marketing Online Integration Grant

The following license waiver is applicable to Microsoft Dynamics Marketing Online licensed users with active Maintenance Support and Upgrade option accessing Microsoft Dynamics CRM Online service directly or indirectly through the MarketingPilot Connector for Microsoft Dynamics CRM Software only for purposes of synchronizing customer data. Such users do not require a Microsoft Dynamics CRM Online USL. This waiver is applicable until June 30, 2014 after which Microsoft reserves the right to require the appropriate USLs.

Microsoft Dynamics CRM Online Support Offerings

Details about support offerings for Microsoft Dynamics CRM Online are available at <http://www.microsoft.com/en-us/dynamics/crm-purchase-online.aspx#support>. Support will be provided in the English language unless otherwise agreed to by a customer and Microsoft in writing. Customers are required to request incident support via the web and to set an initial severity level when they submit the request.

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Microsoft Dynamics Marketing

Products	CA/SA	EAS/ES	EES	MPSA	OL	OM	OV/VS	S/S+	SCE
Microsoft Dynamics Marketing Enterprise (User SL)									
Microsoft Dynamics Marketing Enterprise Extra Messages (Add-on SL)									

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Microsoft Dynamics Marketing Enterprise
Extra Non-Production Instance (Add-on SL)
Microsoft Dynamics Marketing Enterprise
Extra Production Instance (Add-on SL)
Microsoft Dynamics Marketing Enterprise
Extra Storage (Add-on SL)
Microsoft Dynamics Marketing Enterprise
Education (User SL)
Microsoft Dynamics Marketing Enterprise
Education Extra Messages (Add-on SL)

Product Pool: Server
True-up Eligible: All

Microsoft Social Listening

Products	Point	CA/SA	EA/EAS	EES	MP/SA	OL	OW	DV/DVS	S/S+	SCE
Microsoft Social Listening Professional (User SL)										
Microsoft Social Listening Professional Add-on (User SL)										
Microsoft Social Listening Professional Additional Posts (Add-on SL)										
Microsoft Social Listening Professional Education (User SL)										
Microsoft Social Listening Professional Education to Microsoft Dynamics CRM Professional CAL (Device and User)										
Microsoft Social Listening Professional Education Additional Posts (Add-on SL)										

Product Pool: Server
True-up Eligible: All

Additional Information

Add-On USLs
An Add-on User Subscription License (Add-on User SL) is a user Subscription License (SL) that is purchased in addition to (and associated with) a Qualifying License (or set of Qualifying Licenses), as outlined in the table below, and provides Online Services access and use rights equivalent to a full User SL for the same service.

Qualifying License(s)	Add-on User SL
Microsoft Dynamics CRM Professional CAL	Microsoft Social Listening Professional Add-on
	Microsoft Social Listening Professional Additional Posts
	Microsoft Social Listening Professional Education Additional Posts

With active SA

License Assignment

Each Add-on User SL must be assigned to a single user with a Qualifying License (as defined in the customer's Enterprise Enrollment, the Enrollment for Education Solutions, or Dynamics CRM Software License Terms). Add-on User SLs may be reassigned to another user with a Qualifying License in accordance with the Microsoft Volume Licensing Online Services Use Rights General Terms that govern license reassignment of user SLs.

User Rights

The use rights for the corresponding full User SL for the same service govern access under the Add-ons and are set forth in the Online Services Use Rights General Terms. Use rights acquired through the purchase of these Add-on User SLs expire with the earlier of the expiration of the SA coverage for the Qualifying License(s) or at the end of the subscription term for the Add-on User SL. Purchase of these Add-on User SLs does not impact the use rights for the Qualifying License(s).

Office 365 Services

Exchange Online

Products	Point	CA/SA	EA/EAS	EES	MP/SA	OL	OW	DV/DVS	S/S+	SCE
Exchange Hosted Encryption (User SL)	1									
Exchange Online Archiving for Exchange Online (User SL)										
Exchange Online Archiving for Exchange Online A (User SL)										
Exchange Online Archiving for Exchange Online G (User SL)										
Exchange Online Archiving for Exchange Server (User SL)										
Exchange Online Archiving for Exchange Server A (User SL)										
Exchange Online Archiving for Exchange Server G (User SL)										
Exchange Online Kiosk (User SL)										
Exchange Online Kiosk G (User SL)										
Exchange Online Plan 1 (User SL)										
Exchange Online Plan 1 Add-on (User SL)										
Exchange Online Plan 1 A for Alumni (User SL)										
Exchange Online Plan 1 G (User SL)										
Exchange Online Plan 2 (User SL)										
Exchange Online Plan 2A (User SL)										
Exchange Online Plan 2 G (User SL)										
Exchange Online Protection (User SL)										
Exchange Online Protection A (User SL)										
Exchange Online Protection G (User SL)										

Product Pool: Server
Extended Term Eligible

Reduction Eligible: All but Encryption
True-up Eligible: All but Encryption

Qualified User Exemption: K only

Additional Information

Exchange Online Archiving for Exchange Server

Exchange Online Archiving for Exchange Server is a successor Online Service to Exchange Hosted Archive.

If a customer renews from Exchange Hosted Archive into Exchange Online Archiving for Exchange Server and it has not yet migrated to Exchange Online Archiving for Exchange Server, its licensed users may continue to use the Exchange Hosted Archive service subject to the terms of the March 2011 PUR until the earlier of its migration to Exchange Online Archiving for Exchange Server and the expiration of its Exchange Online Archiving for Exchange Server subscription.

Exchange Online Archiving for Exchange Server A

Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite for their Organization-wide count and Student count are authorized to a corresponding number of Exchange Online Archiving for Exchange Server A User SLs for all users covered within their Organization-wide count and Student count. Please refer to the [Enterprise CAL Suite](#) product note for provisioning guidance.

Exchange Hosted Archive, Exchange Hosted Archive Extra Storage

Exchange Hosted Archive Customers may be eligible to use the service under special terms. Please refer to the March 2014 Product List for more details <https://go.microsoft.com/fwlink/?LinkId=593910>.

Exchange Hosted Encryption Customers should use the same active Select agreement enrollment, Enterprise agreement enrollment, or Open Value agreement to place orders subsequent to their initial order.

Exchange Online Protection Since this Online Service is provisioned by domain, all users on any covered domain need User SUs. Customers who want the service for a subset of their user base can create sub-domains for more targeted provisioning. Only the users within the covered sub-domain need User SUs.

Academic Institutions under Enrollment for Education Solutions and Open Value Subscription Agreement for Education Solutions, licensed for Enterprise CAL Suite or Exchange Enterprise CAL with Services, with active SA coverage, are fully licensed for Exchange Online Protection regardless of their number of Enterprise CAL Suite or Exchange Enterprise CAL with Services licenses. Please refer to the Enterprise CAL Suite or Exchange Enterprise CAL with Services product notes for provisioning guidance.

Add-On USUs
Please refer to Add-On USUs in Office 365 Suites for information on Add-ons.

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Lync Online

Products	Point	CA/SA	EAS/ES	MP/SA	OL	OM	OV/VS	S/S+	SCE
Lync Online Plan 1 (User SU)	1								
Lync Online Plan 1 Add-on (User SU)									
Lync Online Plan 2 (User SU)	1								
Lync Online Plan 2 Add-on (User SU)									

Reduction Eligible: All
True-up Eligible: All

Product Pool: Server

Extended Term Eligible: All

Additional Information

Lync Online Plan 1 and Plan 2 require the separate purchase and installation of Microsoft Lync 2013 (or Lync for Mac 2011) to access the complete feature set of Lync Online Plan 1 and Plan 2. As a limited time offer, customers licensed for Lync Online receive one licensed copy of Lync for Mac 2011 at no cost with each trial or paid subscription license to Lync Online. The software may only be used with Lync Online, and all rights to use the software will terminate upon expiration of the underlying subscription license or migration to the next major new version of Lync Online, whichever comes first. Customers may use the free Lync Basic 2013 client for their Windows-based end users.

Please refer to Add-On USUs in Office 365 Suites for information on Add-ons.

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Office 365 Applications

Products	Point	CA/SA	EAS/ES	MP/SA	OL	OM	OV/VS	S/S+	SCE
Office 365 ProPlus (User SU)	2								
Office 365 ProPlus A (User SU)	2								
Office 365 ProPlus Government G (User SU)									
Office 365 ProPlus SA Transition (User SU)									
Project Online with Project Pro for Office 365 (User SU)	1								
Project Pro for Office 365	1								
Project Pro for Office 365 A	1								
Visio Pro for Office 365	1								

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Visio Pro for Office 365 A

1

Reduction Eligible: All

Transition Eligible: All

Product Pool: Application
True-up Eligible: All

Extended Term Eligible: Office 365 A, Project Pro for Office 365, Visio Pro for Office 365

Additional Information

Purchase eligibility for Office 365 ProPlus SA Transition USUs. Customers may purchase Office 365 ProPlus SA Transition licenses only for user which the Licensed Devices have underlying Office Professional Plus SA licenses under an active Enterprise Enrollment.

Use of Office Professional Plus 2010 or Office for Mac Standard 2011 Media

With the release of the updated service for Office 365 ProPlus customers' media eligibility right to use Office Professional Plus 2010 or Office for Mac Standard 2011 in place of Office 365 ProPlus software under active subscriptions was discontinued. Customers must upgrade their devices using Office 365 ProPlus media by February 28th, 2014.

Media Eligibility with Remote Desktop Services (RDS) for Office 365 Pro Plus, Project Pro for Office 365 and Visio Pro for Office 365

For purposes of this right, "qualifying licenses" include Office 365 Pro Plus, Project Pro for Office 365 and Visio Pro for Office 365. If the user to whom a customer has assigned qualifying license uses the software on a network server with RDS role enabled, in lieu of installing a copy of the software provided with qualifying license on one of the five permitted devices pursuant to the PUK, that user may 1) install one copy of the corresponding 2013 on-premises software on a network server and 2) access the software from any device. Upon termination of the qualifying license, customers must uninstall the on-premises software from the network server. This option is not available for use on third party service providers' shared servers.

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

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

Campus and School Agreement

If Institution subscribes to Office 365 ProPlus USUs, it must purchase a license for each Qualified User in the Institution's organization. If Institution signs up for Student Option for Office 365 ProPlus USUs, it must purchase a license for each Student in the Organization.

Institutions with Office 365 ProPlus USUs assigned to all faculty and staff may install Office Professional Plus 2013 software on any open access lab or library within the Institution's Organization. Use of the software is otherwise subject to the license terms for Office Professional Plus 2013.

Office Multi Language Pack

Customers with Office 365 ProPlus subscriptions may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 subscription. The right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office System license Office 365 subscriptions.

E-Learning

Customers with Office 365 ProPlus are eligible to use hosted Applications E-Learning courses. Eligible customers will receive one access code per qualifying enrollment/agreement. Customers may also download SCORM-compliant, content-only E-learning files (for Applications) from VLSC for import into their Learning Management System (LMS). There is no access code necessary to download files from VLSC.

The maximum number of users for which a customer may use the E-Learning training is equal to the number of subscriptions of Office 365 purchased. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another. At the time of launch of an individual course, each qualified user will have up to 12 months to complete the course before access expires, provided that course is launched prior to expiration of the subscription license. Eligible customers may purchase E-learning kits at a regional fulfillment center if the online option is not sufficient. Customers' deployment and use of the E-Learning courses are subject to the terms and conditions of their license agreement.

Enterprise Agreement and Select customers may obtain SCORM-compliant content (for Applications) via download or DVD, whereas Open and Open Value customer may obtain SCORM-compliant content (for Applications) via DVD only.

Office Online

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Customers with Office 365 ProPlus are eligible to use Office Online. Licensed users may access Office Online for viewing and editing documents. Users must also be licensed for SharePoint Online plans to access Office Online service. Use of Office Online is governed by the license terms for that service in the Online Services Use Rights.

Open Value Subscription migration period

For each unit of Office 365 ProPlus, Midsize Business, Enterprise E3/E4, or Education A3 User SLs a customer activates on or before the expiration of their Open Value Subscription agreement (the "Expiration Date"), customer may continue to use the copy of Office Standard or Professional Plus licensed to them under an Open Value Subscription agreement. This right expires 180 days after the Expiration Date. Use of Office Standard or Office Professional Plus during this period is subject to the Use Rights effective on the Expiration Date.

Office 365 Suites

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OS	S/SL	SCE
Office 365 Education A2 (User SL)	2									
Office 365 Education A3 (User SL)										
Office 365 Education A4 (User SL)										
Office 365 Education A3, A4 Add-on (User SL)	1									
Office 365 Education A3 and A4 without ProPlus Add-on (User SL)	1									
Office 365 Enterprise E3 (User SL)	1									
Office 365 Enterprise E4 (User SL)	2									
Office 365 Enterprise E3 and E4 Add-on (User SL)	1									
Office 365 Enterprise E3 and E4 without ProPlus Add-on (User SL)	1									
Office 365 Enterprise K1 (User SL)	1									
Office 365 Government G1, G3, G4 (User SL)										
Office 365 Government G1, G3, G4 Add-on (User SL)										
Office 365 Government G3 and G4 without ProPlus Add-on (User SL)										
Office 365 Midsize Business (User SL)	1									

Product Pool: Server (all E1, G1, K1, A2);

Qualified User Exemption: K only

Application and Server (all others)

Extended Term Eligible: All E, G and K

Reduction Eligible: All E, G and K

True-up Eligible: All E, G and K

Transition Eligible: All E and G (E1/G1 Core)

CAL only) except Add-on

Additional Information

Lync License Grant for Office 365 Services

For purposes of this license grant, Office 365 Education A2-A4 User SLs and Lync Online Plans 1-2 User SLs are "qualifying licenses." Lync Online Plan 1 and Plan 2 require the separate licensing and installation of Microsoft Lync 2013 (or Lync for Mac 2011) to access their complete feature sets. As a limited time offer, for each qualifying license customers acquire and assign, they may use one licensed copy of Lync for Mac 2011 at no cost. The software may only be used with Lync Online, and all rights to use the software will terminate upon expiration of the underlying subscription license or migration to the next major new version of Lync Online, whichever comes first. Customers may use the free Lync Basic 2013 client licensed separately outside the Volume Licensing programs for their Windows-based end users.

Under Campus and School Agreement, subscription licenses for Office 365 Plans must be acquired per user on an institution wide or non-institution wide basis. If additional User Subscription Licenses are required to access Office 365 Plan mid-term, institution must submit an order for such licenses. When licensing Office 365 Add-On, the corresponding qualifying license must be licensed under the same enrollment. When placing anniversary orders, institution may order fewer licenses for Online Services than the quantity of institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services

No cost Office 365 ProPlus student licensing based on faculty/staff coverage
 Provided an institution has licensed Office Professional Plus or Office 365 ProPlus for all Faculty and Staff in its defined Organization under Open Value Subscription - E3, Campus and School or an Enrollment for Education Solutions, institution is eligible to acquire Licenses for Office 365 ProPlus for all students enrolled in any educational institution that is part of institution's defined Organization, whether on a full-time or part-time basis, at no additional cost to institution. Licenses acquired at no cost through this offer may not be counted toward satisfaction of institution's minimum order requirements.

Campus and School Lab or Library Use

See Office 365 ProPlus product note for offer to use Office Professional Plus 2013 software on any open access lab or library within the institution's Organization for institutions with Office 365 ProPlus USLs assigned to all faculty and staff.

Add-On USLs

Qualifying License and Add-On USL

An Add-on User Subscription License (Add-on User SL) is a user Subscription License (USL) that is purchased in addition to (and associated with) a Qualifying License (or set of Qualifying Licenses), as outlined in the table below. For any Add-on User SL not appearing individually in the Online Services Use Rights the license provides Online Services access and use rights equivalent to a full User SL for the same service.

Qualifying License(s)

Core CAL	Add-On User SL
Office 365 Education A3 or A4 Add-ons	Office 365 Education A3 or A4 Add-ons
Office 365 Enterprise E1 Add-on ^{2,3,4}	Office 365 Enterprise E1 Add-on ^{2,3,4}
Office 365 Enterprise E1 w/Exchange Online Archiving Add-on ^{2,3,4}	Office 365 Enterprise E1 w/Exchange Online Archiving Add-on ^{2,3,4}
Office 365 Government G1 Add-on	Office 365 Government G1 Add-on
Office 365 Enterprise E3/ Government G3 without ProPlus Add-ons	Office 365 Enterprise E3/ Government G3 without ProPlus Add-ons
Office 365 Enterprise E4/ Government G4 without ProPlus Add-ons	Office 365 Enterprise E4/ Government G4 without ProPlus Add-ons
Exchange Online Plan 1 Add-on	Exchange Online Plan 1 Add-on
Lync Online Plan 1 Add-on	Lync Online Plan 1 Add-on
SharePoint Online Plan 1 with Yammer Add-on	SharePoint Online Plan 1 with Yammer Add-on
Office 365 Education A3 or A4 Add-ons	Office 365 Education A3 or A4 Add-ons
Office 365 Enterprise E1/ Government G1 Add-ons	Office 365 Enterprise E1/ Government G1 Add-ons
Office 365 Enterprise E3 Add-on ²	Office 365 Enterprise E3 Add-on ²
Office 365 Government G3 Add-on	Office 365 Government G3 Add-on
Office 365 Enterprise E4/ Government G4 Add-ons	Office 365 Enterprise E4/ Government G4 Add-ons
Office 365 Enterprise E3/ Government G3 without ProPlus Add-ons	Office 365 Enterprise E3/ Government G3 without ProPlus Add-ons
Office 365 Enterprise E4/ Government G4 without ProPlus Add-ons	Office 365 Enterprise E4/ Government G4 without ProPlus Add-ons
Exchange Online Plan 1 Add-on	Exchange Online Plan 1 Add-on
Office 365 Midsize Business Add-on ²	Office 365 Midsize Business Add-on ²
Exchange Online Plan 1 Add-on	Exchange Online Plan 1 Add-on
Lync Online Plan 1 Add-on	Lync Online Plan 1 Add-on
SharePoint Online Plan 1 Add-on	SharePoint Online Plan 1 Add-on
Office 365 Education A3 or A4 Add-ons	Office 365 Education A3 or A4 Add-ons
Office 365 Enterprise E3/G3 without ProPlus Add-ons	Office 365 Enterprise E3/G3 without ProPlus Add-ons
Office 365 Enterprise E4/G4 without ProPlus Add-ons	Office 365 Enterprise E4/G4 without ProPlus Add-ons
Azure Rights Management Add-on	Azure Rights Management Add-on
Office 365 Education A3 or A4 Add-on	Office 365 Education A3 or A4 Add-on
Office 365 E3/G3 or E4/G4 Add-ons	Office 365 E3/G3 or E4/G4 Add-ons
Office 365 E3/G3 or E4/G4 without ProPlus Add-ons	Office 365 E3/G3 or E4/G4 without ProPlus Add-ons
Office 365 Education A3 or A4 Add-on	Office 365 Education A3 or A4 Add-on
Office 365 Midsize Business Add-on ^{2,3}	Office 365 Midsize Business Add-on ^{2,3}
Office 365 Enterprise E3 Add-on ³	Office 365 Enterprise E3 Add-on ³

¹With active SA

²These are the only offerings available to Open Value and Open Value Subscription customers.

³Open Value (Organization Wide) or Open Value Subscription customers only

⁴Government customers only

License Assignment

Each Add-on User SL must be assigned to a single Qualified User (as defined in the customer's Enterprise Enrollment, the Enrollment for Education Solutions, Open Value Agreement or Open Value Subscription Agreement). Add-on User SLs may be reassigned to other Qualified Users in accordance with the Microsoft Volume Licensing Online Services Use Rights General Terms that govern license reassignment of user SLs.

Use Rights

The use rights for the corresponding full User SL for the same service govern access under the Add-ons and are set forth in the Online Services Use Rights General Terms. Use rights acquired through the purchase of these Add-on User SLs expire with the earlier of the expiration of the SA coverage for the Qualifying License(s) or at the end of the subscription term for the Add-on User SL. Purchase of these Add-on User SLs does not impact the use rights for the Qualifying License(s).

Windows Server Access

The licensed user of an Add-on User SL (other than the Office 365 Midsize Business Add-on) has access rights equivalent to the base Windows Server 2012 CAL, and may access standard functionality of Windows Server 2012 (or earlier versions of Windows Server) from any non-Qualified Device.

Online Services Pricing and Payment Terms

Online Service Pricing and Payment Terms applicable to full USLs also apply to the Add-on USLs.

Purchase Eligibility

Customers must have active SA for the corresponding Qualifying License(s). The Qualifying License(s) may be user- or device-based.

Customers with a pre-2010 version of the MBSA must sign the Online Services Supplemental Terms and Conditions.

Purchase Restrictions

Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses), excluding Office 365 Education A3 or A4 Add-ons, which may exceed the number of Qualifying Licenses.

Customers may acquire Add-on User SLs for users or users of devices added to an Enterprise Enrollment user or device count, or to an Open Value Subscription Agreement, between true-up dates (i.e., in advance of the acquisition of the qualifying licenses), subject to the same limitation of one Add-on User SL per qualifying license (or set of Qualifying Licenses).

Campus and School Agreement customers may purchase the corresponding User Subscription License for Office 365 Add-on Plan for their Users up to the same quantity as their Eligible PC count so long as they have coverage for the qualifying licenses.

True-ups and Anniversary Orders

Add-on User SLs are not Enterprise Products or Enterprise Online Services. They may not be used to meet the Enterprise-wide requirements in an Enterprise Enrollment, Open Value (Organization-wide option), or Open Value Subscription Agreement. For example, if a customer selects Office Professional Plus as an Enterprise Product on their Enterprise Enrollment or Open Value Subscription Agreement and uses an Add-on User SL to install Office 365 ProPlus on a Qualified Device without Office Professional Plus, they must still submit a True-up order (or anniversary order) for Office Professional Plus on that Qualified Device—along with any other Enterprise Products required for that Qualified Device.

Volume Licensing Program Terms

Excluding Transition rights available under the Enterprise Agreement, programs applicable to the Corresponding Online Service USL also apply to the Add-on USLs.

Office 365 Enterprise K1

Office 365 Enterprise K1 is formerly known as Business Productivity Online Deskless Suite (BPOS Deskless). Customers in Brazil and Chile purchasing Office 365 Enterprise K1 will be provisioned on BPOS Deskless. These customers may migrate to Office 365 Enterprise K1 at a later date.

Office Multi Language Pack

Customers with Office 365 Suite that include Office 365 ProPlus may use the latest version of the Office Multi Language Pack with copies of desktop applications software they are permitted to use under their qualifying Office 365 Suite. If a customer's agreement provides perpetual rights to use the software under their qualifying licenses, they will have a perpetual right to use the Office Multi Language Pack with that software. Otherwise, the right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office System license Office 365 subscriptions.

E-Learning

Customers with Office 365 suites that include Office 365 ProPlus are eligible to use hosted Applications E-Learning courses. Eligible customers will receive one access code per qualifying enrollment/agreement. Customers may also download SCORM-compliant, content-only E-Learning files (for Applications) from VLSC for input into their Learning Management System (LMS). There is no access code necessary to download files from VLSC.

The maximum number of users for which a customer may use the E-Learning training is equal to the number of subscriptions of Office 365 purchased. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another. At the time of launch of an individual course, each qualified user will have up to 12 months to complete the course before access expires, provided that course is launched prior to expiration of the subscription license. Eligible customers may purchase E-Learning kits at a regional fulfillment center if the online option is not sufficient. Customers' deployment and use of the E-Learning courses are subject to the terms and conditions of their license agreement.

Enterprise Agreement and Select customers may obtain SCORM-compliant content (for Applications) via download or DVD, whereas Open and Open Value customer may obtain SCORM-compliant content (for Applications) via DVD only.

Office Online

Customers with Office 365 suites that include Office 365 ProPlus are eligible to use Office Online. Licensed users of such suites may access Office Online for viewing and editing documents. Users must also be licensed for SharePoint Online plans to access Office Online service. Use of Office Online is governed by the license terms for that service in the Online Services Use Rights.

OneDrive for Business

Products	Point	CA/EA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
OneDrive for Business with Office Online (User SL)	1									
OneDrive for Business with Office Online G (User SL)										

Reduction Eligible: All
True-up Eligible: All
Product Pool: Server
Extended Service Eligible: All

Additional Information

For extra storage for OneDrive for Business please refer to Office 365 Extra File Storage.

Power BI for Office 365

Products	Point	CA/EA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Power BI for Office 365	1									
Power BI for Office 365 A	1									

Reduction Eligible: All
True-up Eligible: All
Product Pool: Server

Project Online

Products	Point	CA/EA	EA/EAS	EES	MPSA	OL	OM	OV/DVS	S/S+	SCE
Project Online	1									
Project Online A	1									
Project Lite	1									

Reduction Eligible: All
True-up Eligible: All
Product Pool: Server
Transition Eligible: All
Extended Service Eligible: All

SharePoint Online

Products	Point	CA/SA	EA/EAS	EES	MP/SA	OL	OV	OV/OVS	S/S*	SCE
Office 365 Extra File Storage 1GB (Add-on SL)	1									
Office 365 Extra File Storage 1GB A (Add-on SL)	1									
SharePoint Online Plan 1 (User SL)	1									
SharePoint Online Plan 1 Add-on (User SL)										
SharePoint Online Plan 1G (User SL)										
SharePoint Online Plan 1 with Yammer Add-on (User SL)										
SharePoint Online Plan 2 (User SL)	1									
SharePoint Online Plan 2G (User SL)										

Product Pool: Server
Extended Service Eligible: All but Extra Storage

Reduction Eligible: All
True-up Eligible: All

Additional Information

SharePoint Online Plan 1 is formerly known as SharePoint Online Standard.

Customers in Brazil or Chile purchasing SharePoint Online Plan 1 will be provisioned for SharePoint Online Standard. These customers may migrate to SharePoint Online Plan 1 at a later date.

Please refer to Add-On SLs in Office 365 Suites for information on Add-ons.

SharePoint Online Plan 1 is formerly known as SharePoint Online Standard.

Microsoft Azure

Products	Point	CA/SA	EA/EAS	EES	MP/SA	OL	OV	OV/OVS	S/S*	SCE
Microsoft Azure Services										
Microsoft Azure Standard Support										
Microsoft Azure Professional Direct Support										

Reduction Eligible: Allocated Annual Commitment
Product Pool: Server
Extended Service Eligible: All

Reduction Eligible (SCE): Allocated Annual Commitment

Additional Information

Definitions

"Commitment Rates" mean prices for all Microsoft Azure Services usage up to the Allocated Annual Commitment.

"Consumption Rates" mean prices for all Microsoft Azure Services usage in excess of the Allocated Annual Commitment. Consumption Rates may also be referred to as "Overage Rates" or "Overage" in other Microsoft or Windows Azure documents. Commitment Rates are equal to Consumption Rates.

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

"Allocated Annual Commitment" means the portion of the Monetary Commitment allocated annually through the Enrollment term.

"Consumption Allowance" means usage in excess of Allocated Annual Commitment up to which a customer will be invoiced annually when licensed under a Direct Enterprise Agreement. Consumption Allowance is equal to fifty percent of the Allocated Annual Commitment.

Subscription Term

Microsoft Azure Services customers may subscribe only for a subscription term that ends on the customer's enrollment end date ("coterminal"). Customers must have at least two months remaining in their enrollment term.

Monetary Commitment

Customers' initial order must include a Monetary Commitment and may be placed at any time prior to the last month of their enrollment term. The Monetary Commitment under a coterminal subscription will be allocated proportionally through the enrollment term.

Each Monetary Commitment invoice amount will not be applied to usage prior to the coverage date for that invoice.

Customers may increase their Monetary Commitment at any time by placing additional orders. Annual Commitments will be increased by the amount of the additional order multiplied by twelve divided by the number of full months remaining in the year the additional order was placed.

Customers may reduce their Monetary Commitment for any future enrollment anniversary by notifying their reseller who must process their reduction prior to the enrollment anniversary date.

Customers must consume their Allocated Annual Commitment by the last day of the month preceding enrollment anniversary each year. Any unused portion of the Allocated Annual Commitment will not carry over and will be forfeited.

Customers may utilize their Consumption Allowance by the last day of the month preceding enrollment anniversary each year. Any unused portion of the Consumption Allowance will not carry over and will be forfeited.

Pricing

Microsoft Azure Services are assigned to the Server Product pool.

Consumption Rates will be established based on Enrolled Affiliate's Enterprise Enrollment, Enterprise Subscription Enrollment, Select Agreement, Select Plus Agreement or Server Cloud Enrollment price level for the Server Product pool and four price levels (A, B, C, and D) as of the effective date. If Enrolled Affiliate does not have an Enterprise Enrollment, Enterprise Subscription Enrollment, Select Agreement, Select Plus Agreement or Server Cloud Enrollment, price level A will apply.

Microsoft may lower prices for individual Microsoft Azure Services during a customer's enrollment term. For customers acquiring Microsoft Azure Services directly from Microsoft, the Customer Price Sheet may indicate a higher price than the then-current price. Microsoft may give the lower price(s) to those customers during the period they are in effect. Microsoft will provide customers with notice of any such changes.

Pricing and payment terms for subscriptions acquired through resellers are determined by agreement between the customer and its reseller. A customer's reseller will provide additional information regarding the ordering process for Microsoft Azure Services. The pricing and billing terms for all Microsoft Azure Services will be governed by a separate agreement between the customer and its reseller. Microsoft may lower prices for individual Microsoft Azure Services during a customer's enrollment term and may give the lower price(s) to the customer's reseller during the period they are in effect. Microsoft will provide the customer's reseller with notice of any such changes. The customer and its reseller determine actual pricing and the applicability of any price changes.

Payment and Fees

Payment Rates are equal to Consumption Rates.

Consumption Allowance is equal to fifty percent of the Allocated Annual Commitment. For example, for an Allocated Annual Commitment of \$100,000, the Consumption Allowance would be equal to \$50,000.

The first Allocated Annual Commitment will be invoiced immediately and future Allocated Annual Commitments will be invoiced on the anniversary of the enrollment effective date. Alternatively, customers may choose to pay their entire Monetary Commitment upon placing the initial order.

Each month, Microsoft will deduct from the Allocated Annual Commitment the monetary value of a customer's usage of Microsoft Azure Services. Once the customer's Allocated Annual Commitment balance has been exhausted, any additional usage will be invoiced at Consumption Rates.

If a Direct Enterprise Enrollment customer's usage is higher than the Allocated Annual Commitment plus the Consumption Allowance, all usage exceeding the Allocated Annual Commitment will be invoiced at the Consumption Rates to the customer or its reseller at the end of each enrollment quarter.

If a Direct Enterprise Enrollment customer's usage is lower than the Allocated Annual Commitment plus the Consumption Allowance, any usage exceeding the Allocated Annual Commitment will be invoiced at the Consumption Rates to the customer or its reseller on the anniversary of the enrollment effective date for Years 1 and 2 and at the end of the subscription term for Year 3.

All usage of the Microsoft Azure Services after the expiration or termination of a customer's subscription term will be invoiced to the customer or its reseller at their current Consumption Rates on a quarterly basis.

Microsoft Azure Compute Resource Commitment

For Microsoft Azure Compute, Microsoft agrees to provide customer with a Compute Resource Commitment. The Compute Resource Commitment will be the greater of (1) 50 concurrent small compute instances per month, or (2) 125% of customer's Estimated Compute Use (as calculated below).

"Estimated Compute Use" is calculated by dividing customer's Monetary Commitment by the number of months covered by that Monetary Commitment and dividing that figure by the Commitment Rate for Microsoft Azure Compute. If customer adds funds to its Monetary Commitment during the enrollment term, the Estimated Compute Use will be recalculated accordingly. If customer's remaining Monetary Commitment falls below the monetary value of the Estimated Compute Use, the Estimated Compute Use will be reduced proportionally such that the remaining Monetary Commitment equals the monetary value of the Estimated Compute Use.

If Microsoft fails to meet the Compute Resource Commitment, entity will receive a credit equal to 25% of the monetary value of the affected Microsoft Azure Compute service at the Commitment Rate. This credit will not exceed the total monetary value of entity's remaining Monetary Commitment. If such unavailability also qualifies entity for a Service Credit under the Service Level Agreement, entity will only receive the remedy with the highest monetary value.

All usage of Microsoft Azure Compute above the Compute Resource Commitment will be consumed on an "as available" basis. All usage of any Microsoft Azure Service other than Microsoft Azure Compute will be consumed on an "as available" basis.

Microsoft Azure Support Offerings

Details about support offerings for Microsoft Azure are available at www.windowsazure.com/en-us/support/plans/. Support is available in English unless otherwise agreed to by a customer and Microsoft in writing. Customers are responsible for setting the initial severity level using the web submission process.

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Windows Intune

Products	Point	CA/SA	EAS	EES	MPSA	OL	OM	DV/OVS	S/S+	SCE
Windows Intune (User SL)	1									
Windows Intune Add-on (User SL)	1									
Windows Intune Add-on for System Center Configuration Manager and System Center Endpoint Protection (User SL)										
Windows Intune ULS Add-on Extra Storage 1 GB	1									

Reduction Eligible: All
True-up Eligible: All

Product Pool: Server
Extended Term Eligible: All

Additional Information

Windows Intune (Device) Offer for Microsoft Desktop Optimization Pack (MDOP) Customers Using Asset Inventory Service
See the Product List for October 2013 for the details of this offer: <http://go.microsoft.com/fwlink?id=983202>

Windows Intune (Device) and Windows Intune Add-on (Device)
Only customers with active Windows Intune (Device) SLs and/or Windows Intune Add-on (Device) SLs are eligible to acquire these licenses to cover desktops added to their enterprise. Customers who have active Device SLs for Windows Intune may be eligible for certain benefits. See the Programs Benefits, Software Assurance Benefits and Online Services Benefits section of the Product List for January 2014 for details.

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Other Online Services

Azure Rights Management

Products	Point	CA/SA	EAS	EES	MPSA	OL	OM	DV/OVS	S/S+	SCE
Azure Rights Management (User SL)										
Azure Rights Management A (User SL)										
Azure Rights Management Add-on (User SL)										

Reduction Eligible: Azure Rights Management
User SL

Product Pool: Server
Extended Term Eligible: Azure Rights Management User SL

True-up Eligible: Azure Rights Management User SL

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Bing Maps

Products	Point	CA/SA	EAS	EES	MPSA	OL	OM	DV/OVS	S/S+	SCE
Bing Maps Consumer Tracked Per Asset Monthly Subscription	1									
Bing Maps Enterprise Fee Monthly Subscription	25									
Bing Maps Internal Website Usage 100K Transactions Monthly Subscription	125									
Bing Maps Internal Website Usage 250K (and higher) Transactions Monthly Subscription	200									
Bing Maps Known Per User Monthly Subscription	1									
Bing Maps Known 5K User Monthly Subscription	200									
Bing Maps Light Known Per User Monthly Subscription	1									
Bing Maps Light Known 5K User Monthly Subscription	125									
Bing Maps Asset Management for Windows Europe or North America	1									
Bing Maps Asset Management for Windows Platform Fee Monthly Subscription	25									
Bing Maps Public Website Usage 100K Transactions Monthly Subscription	50									
Bing Maps Public Website Usage 420K (and higher) Transactions Monthly Subscription	200									

Product Pool: Server

Additional Information

Each Bing Maps Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on SL offering consists of a varying number of Billable Transactions (defined herein). "Billable Transactions" means any of the following (with all capitalized terms as defined in the Bing Maps Platform SDKs or the Microsoft Bing Maps Platform API) Terms of Use: (a) web services methods including but not limited to Imagery, Route, Geocode, Spatial and Search in the Services; (b) a session in the Bing Maps AJAX Control API, Bing Maps Windows Presentation Foundation API Beta, or Bing Maps Silverlight Control API, where a session begins with the load of any of the aforementioned controls into a user's browser and includes all transactions until the browser is closed or the user moves to a different page; and (c) any new Services functionalities may constitute a Billable Transaction as described in the SDKs.

Each Bing Maps Public Website Usage Add-on SL and Bing Maps Internal Website Usage Add-on SL entitles the Customer to a certain number of Billable Transactions. Customers may purchase additional Billable Transactions by acquiring multiple Bing Maps Public Website Usage Add-on SLs or Bing Maps Internal Website Usage Add-on SLs during their enrollment. Unused monthly Billable Transactions may be rolled over on a monthly

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basis up to the enrollment expiration date. On the enrollment expiration date, all purchased and unused Billable Transactions are forfeited. If a customer exceeds their total number of Billable Transactions purchased, within 30 days of notice by Microsoft, the customer must purchase additional Bing Maps Public Website Usage Add-on SL or Bing Maps Internal Website Usage Add-on SL offerings to cover the exceeded Billable Transactions and estimated future Billable Transactions for the remainder of the enrollment term, or Microsoft may terminate customer's access to Bing Maps.

Bing Maps Customer Support

Customer support is available to all customers purchasing Bing Maps. Information on the support can be found here: <http://www.microsoft.com/maps/support>

How to access the Bing Maps Service

A customer can provision its Bing Maps Account ID(s) under its Volume Licensing Agreement using the production access provisioning form on the Bing Maps Account Center (<https://www.bingmapsportal.com>). Production access for Bing Maps Account ID(s) will be granted once it has provided its Volume License Agreement/Enrollment number and selected the product family associated with its purchase.

A minimum of one Bing Maps Account ID is required for each offering purchased from a different product family. The different product families are Bing Maps Public Website, Bing Maps Internal Website, Bing Maps Known User, Bing Maps Light Known User and Bing Maps Asset Management for Windows. When purchasing from the Asset Management for Windows product family, a customer is required to have a separate Bing Maps Account ID for each region (e.g. Europe vs. North America).

Enterprise Mobility Suite

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/+	SCE
Enterprise Mobility Suite										

Reduction Eligible: All Product Pool: Server Extended Term Eligible: All

Additional Information

Subscription Term

Enterprise Mobility Suite customers may subscribe only for a subscription term that ends on the customer's enrollment end date ("coterminous"). Customers may reduce Enterprise Mobility Suite licenses for any future Anniversary Date by notifying their reseller of their intention and upon acceptance by Microsoft prior to the Anniversary Date.

Add-On USLs

Qualifying License and Add-On USL

An Add-on User Subscription License (Add-on User SL) is a user Subscription License (SL) that is purchased in addition to (and associated with) a Qualifying License (or set of Qualifying Licenses), as outlined in the table below.

Qualifying License(s)	Add-on User SL
Core CAL	Enterprise CAL Suite
Enterprise CAL Suite	Enterprise Mobility Suite
Core CAL Suite Bridge for Office 365	Enterprise Mobility Suite
Enterprise CAL Suite Bridge for Office 365	Enterprise Mobility Suite
Enterprise CAL Suite Bridge for Office 365 and Windows Intune	Enterprise Mobility Suite
With active SA	

License Assignment

Each Add-on User SL must be assigned to a single Qualified User (as defined in the customer's Enterprise Enrollment or the Enrollment for Education Solutions). Add-on User SLs may be reassigned to other Qualified Users in accordance with the Microsoft Volume Licensing Online Services Use Rights General Terms that govern license reassignment of user SLs.

Use Rights

The use rights are set forth in the Online Services Use Rights. Use rights acquired through the purchase of these Add-on User SLs expire with the earlier of the expiration of the SA coverage for the Qualifying License(s) or at the end of the subscription term for the Add-on User SL. Purchase of these Add-on User SLs does not impact the use rights for the Qualifying License(s).

Purchase Eligibility

Customers must have an active Enterprise Enrollment with active SA for the corresponding Qualifying License(s). The Qualifying License(s) may be user- or device-based. Customers with a pre-2010 version of the MBSA must sign the Online Services Supplemental Terms and Conditions.

Purchase Restrictions

Only one Add-on User SL may be purchased for each Qualifying License (or set of Qualifying Licenses).

Customers may acquire Add-On User SLs for users or users of devices added to an Enterprise Enrollment user or device count between true-up dates (i.e., in advance of the acquisition of the qualifying licenses), subject to the same limitation of one Add-on User SL per qualifying license (or set of Qualifying Licenses).

Campus and School Agreement customers may purchase the corresponding User Subscription License for Enterprise Mobility Suite USLs for their Users up to the same quantity as their Eligible PC count so long as they have coverage for the qualifying licenses.

True-ups

Add-on User SLs are not Enterprise Products or Enterprise Online Services. They may not be used to meet the Enterprise-wide requirements in an Enterprise Enrollment.

License Reassignment

Customers may reassign Microsoft Azure Active Directory Premium licenses, but not on a short term basis (i.e., not within 90 days of the last assignment).

Forefront Online

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/+	SCE
Forefront Online Protection for Exchange (Device and User SL)										
Forefront Protection 2010 for SharePoint for Internet Sites (Add-on SL)	25									

Product Pool: Server

Additional Information

For Forefront Online Security for Exchange (formerly Exchange Hosted Filtering) customers should use the same active Select agreement enrollment, Enterprise agreement enrollment, or Open Value agreement to place orders subsequent to their initial order.

Since this Online Service is provisioned by domain, all users (or devices) on any covered domain need User or Device SLs. Customers who want the service for a subset of their user base (or device base) can create sub-domains for more targeted provisioning. Only the users (or devices) within the covered sub-domain need User or Device SLs.

Microsoft Learning

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/+	SCE
Microsoft Learning E-Reference Library (User SL)	1									
Microsoft Learning IT Academy (User SL)	75									
Microsoft Learning MCP 4 Exam Vouchers (Services SL)	1									
Microsoft Learning MCP 30 Exam Vouchers (User SL)	75									
Microsoft Learning MOS 500 Exam Site License (Services SL)	125									
Microsoft Learning MTA 250 Exam Site License (Services SL)	125									

Additional Information

All vouchers are delivered up front, and may be used any time prior to 12 months from date of purchase.

Microsoft Translator

Microsoft Office Specialist (MOS) and Microsoft Technology Associate (MTA) Certification Exam Site License. A customer is required to be a Certipoint authorized testing center to utilize the site license. If it is not a Certipoint authorized testing center, it will need to go through this process to become a Certipoint testing center before it can use the site license. The site license will automatically terminate upon 12 months from the date of purchase. Any un-used certification exams will be forfeited.

Microsoft Translator API

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Microsoft Translator API	1									

Product Pool: Server

System Center Endpoint Protection

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
System Center 2012 R2 Endpoint Protection (Device or User SL)	1									

Product Pool: Server

Additional Information

Upgrades/ Downgrade
Effective April 1, 2012, Forefront Endpoint Protection has become System Center 2012 Endpoint Protection. System Center 2012 R2 Endpoint Protection, as a standalone offering, conveys use rights only to protect client devices. Use rights to protect server devices can be acquired only through acquisition of System Center 2012 R2 Standard or Datacenter server management licenses.

Users with active Forefront Endpoint Protection subscriptions and availing the service to protect client devices, can upgrade to and use System Center 2012 Endpoint Protection for the same purpose. Customers with System Center 2012 Endpoint Protection subscriptions may also downgrade to Forefront Endpoint Protection.

System Center 2012 R2 Configuration Manager is the management console for System Center 2012 Endpoint Protection. Customers must be licensed for System Center 2012 R2 Configuration Manager to provide management for System Center 2012 R2 Endpoint Protection. Alternatively, System Center 2012 R2 Endpoint Protection can be used unmanaged without the need to license System Center 2012 R2 Configuration Manager.

Microsoft Azure Active Directory Premium

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Microsoft Azure Active Directory Premium	1									

Product Pool: Server

Extended Term Eligible: All

Additional Information

Subscription Term
Microsoft Azure Active Directory Premium customers may subscribe only for a subscription term that ends on the customer's enrollment end date ("coterminous"). Customers may reduce Microsoft Azure Active Directory Premium licenses for any future Anniversary Date by notifying their reseller of their intention and upon acceptance by Microsoft prior to the Anniversary Date.

License Reassignment

Customers may reassign Microsoft Azure Active Directory Premium licenses, but not on a short term basis (i.e., not within 90 days of the last assignment).

Yammer Enterprise

Products	Point	CA/SA	EA/EAS	EES	MPSA	OL	OM	OV/OVS	S/S+	SCE
Yammer Enterprise	1									

Reduction Eligible: All

True-up Eligible: All

Product Pool: Server

Extended Term Eligible: All

Software Assurance

Microsoft Software Assurance for Volume Licensing (SA) is a range of tools and resources to help with deployment and management of Microsoft Products.

Purchasing Software Assurance

There are three different levels of commitment a customer can select when purchasing SA, which may vary by program. A customer can:

1. Commit to attaching SA on all platform products.
2. Commit to attaching SA on all purchases under a particular Product pool (Applications, Systems or Servers), referred to as Software Assurance Membership (SAM). This does not require a company-wide commitment on SA.
3. Purchase SA on individual Products without making any commitment to expanding SA to other Products.

SA must be acquired at the time of acquiring the License or upon renewal of an existing SA term. Unless otherwise stated, only licenses for the latest version of a Product are eligible for SA. EAP customers who have previously deferred Licenses (SA prior L SKUs must buyout their Licenses before they can renew SA).

In the case of a transfer of perpetual Licenses, the transferee may acquire SA for such transferred Licenses within 30 days from the date of transfer and provided that the transferor maintained active SA for the Licenses up until the date of transfer.

As an exception to the general rule, customers may have the option to acquire SA for certain licenses purchased from the Retail channel (full packaged product) or from an Original Equipment Manufacturer (OEM), as described in the table below. Under Open Value, this option applies only to non-Organization-wide/ Company-wide products. Under Enterprise Agreements, it applies only to Additional Products within 90 days from the date of purchase. Customers who acquire SA for OEM or retail licenses have the option of installing and using the Volume Licensing software for the current version at any time.

Full Packaged Products			OEM	Programs
Application Pool	N/A	SA available only as outlined below	SA available	Applies to Open License, Select, Select Plus and non Organization wide under Open Value and Additional Products under Enterprise Agreements. It does not apply to Enterprise Products under Open Value and Enterprise Agreements.
Systems Pool	SA available	SA available	SA available	
Server Pool	SA available	SA available	SA available	

Customers who acquire Microsoft Office Professional 2013 from an OEM may acquire SA for Microsoft Office Standard 2013 in the Open License programs, Select and Select Plus programs, and non Company-wide under Open Value within 90 days from the date of OEM purchase. Office Product Key Cards (PKC) are considered Full Packaged Product (Retail) offering and are not eligible for the option to acquire SA.

Renewing Software Assurance

Renewing Coverage under the Same Agreement

Terms for renewing SA under the same program agreement by which it was initially ordered are contained in the applicable program agreements under which the SA was initially purchased. Customers may order SA without the need to simultaneously order a License as long as the SA coverage has not expired. In addition, the following terms apply to specific programs as noted:

Open License: SA coverage ordered under an Open License authorization number ends upon expiration of that number. To renew, customers must submit a renewal order for SA within 90 days after their authorization number expiration date. New SA coverage starts on the new authorization number effective date.

Enterprise Agreement: To renew SA coverage under the same enrollment under an Enterprise Agreement, customers must sign a new 2011 or later Enterprise Enrollment and Agreement (if they have not already), and must submit a renewal order for SA (as applicable) for 1) all Enterprise Products, Application Platform Products, Core Infrastructure Products and Additional Products they wish to renew and 2) any Online Services, accounting for transitions (if applicable).

Enrollment for Application Platform: EAP customers who have previously deferred Licenses via SA prior L SKUs must buyout their Licenses before they can renew SA.

Renewing Coverage from a Separate Agreement

The customer may renew SA for any Product if the customer has obtained a perpetual License and SA for that Product under a previous agreement and 1) the customer's new agreement or enrollment is effective no later than the day following the date of expiration of the previous agreement or enrollment, and 2) the SA renewal order is placed prior to the expiration of prior SA coverage, unless such coverage is being renewed from an Open License Agreement. In that case, customers have 90 days from the expiration to place the order.

Cross Program Renewal

As an exception to the rules stated above, customers may renew SA coverage by acquiring SA under an existing Open Value agreement, Select, Select Plus or Enterprise enrollment. For customers renewing SA under an existing Enterprise enrollment, this exception applies to Additional Products and products outside a Company-wide commitment only. For all programs except Select Plus, the order must be for the remaining term of the existing agreement or enrollment (i.e., SA x the number of years remaining in the enrollment term as of the order date, including any partial year). In Select Plus, the order will be for 36 months. For Agreement versions 2008 and prior, as long as coverage is renewed within 30 days (90 days if renewing from Open License program), customers will be deemed to have SA coverage during any period of time between when their expiring SA coverage lapsed and when the new coverage begins.

Renewing Software Assurance Coverage for Client Access Licenses (CALs) and Client Management Licenses (MLs)

Transitioning between User and Device CALs: Customers renewing SA for CALs can switch between User and Device. This transition does not change the CAL edition (i.e. Standard to Enterprise).

Transitioning between User and OSE client MLs: Customers renewing SA for client MLs can switch between User and OSE.

Migration Licenses for Discontinued or End-of-Life Products

"Qualifying License," as used here, refers to a license with SA coverage as of the date specified and for the Product identified in the product note referencing this section.

"Migration License," as used here, refers to a license granted in the Product note referencing this section.

Unless stated otherwise in the product note:

- A customer may upgrade to and use software under a Migration License in place of software covered by the Qualifying License. The customer may not use software under both licenses simultaneously.
- Migration Licenses are granted on 1:1 for each of Customer's Qualifying Licenses.
- The right to use software under a Migration License includes the right to use or access any later version of that Product made available prior to the expiration of SA coverage on the Qualifying License, as set forth in the use rights for that product version. Client access rights provided under Migration Licenses do not include the right to run separately licensed server software.
- If a customer acquired perpetual rights to use software under a Qualifying License, the rights to use software acquired under the Migration License are likewise perpetual; otherwise, rights acquired under a Migration License expire when the underlying Qualifying License expires.
- Upon expiration of SA coverage on the Qualifying License, a customer may acquire SA for the same version and edition of the Product covered by the Migration License, without the need to first acquire separate new Licenses. This option does not apply to customers buying licenses under subscription programs (e.g., Enterprise Subscription Agreements or Open Value Subscription agreements).
- A customer may not transfer Migration Licenses separately from Qualifying Licenses.
- Subsequently acquired licenses for the same discontinued Product under the same enrollment term under an Enterprise or Enterprise Subscription Agreement, Open Value Subscription or Enrollment for Education Solutions, as part of a customer's scheduled true-up process are also Qualifying Licenses for purposes of the license grant. Coverage for Products under subscription agreements must be continuous.
- The product note, the customer's Volume Licensing agreement, and proof of the Qualifying Licenses are evidence of a customer's rights under Migration Licenses.

Software Assurance Benefits

These benefits vary by Product and Product pool. Customer's access and rights to use their SA benefits, generally expires upon expiration of their SA coverage, unless otherwise noted below. Most SA benefits are granted at the beginning of the coverage period. Any changes occurring during the coverage period (e.g. additional purchases, returns or Online Services transitions) may result in a change in benefit eligibility. Any exceptions to the above rules are noted in the individual benefit sections below. The benefits are subject to change and may be discontinued at any time without notice. Availability of benefits varies by program, region, fulfillment options and language. SA benefits are allocated under the different programs as shown in the chart below:

Office System Application Pool Products	
	Word 2013

Note: The list of Office system Application Pool products is subject to change.

New Version Rights
New Version Rights means, for any underlying licensed Product for which SA coverage is ordered, the right to upgrade to, and run in place of the underlying licensed Product, the latest version of that Product made available during the covered period. Use of the new version is subject to the license terms for that version. Customers that acquire perpetual licenses through SA can deploy the upgrades after their coverage has expired.

Office Multi Language Pack
This benefit grants Customers the option to use the latest version of the Office Multi Language Pack with copies of Office System software they are permitted to use under qualifying licenses. If a customer's agreement provides perpetual rights to use the software under their qualifying licenses, they will have a perpetual right to use the Office Multi Language Pack with that software. Otherwise, the right to use the Office Multi Language Pack expires upon the expiration of rights under the qualifying Office System license.

Office Online
Users of a device licensed with the qualifying applications may access Office Online for viewing and editing documents from the licensed device. The Primary User of the Licensed Device may access Office Online for viewing and editing documents from any device. See the table below for qualifying desktop applications. Use of Office Online is governed by the license terms for that service in the Online Services Use Rights.

Qualifying Desktop Application		Office Online Rights
Office Standard*		Office Online for Office 365**
Office Professional Plus*		
Office for Mac Standard*		

* Qualifying Desktop Application must be licensed with SA.

** Users must also be licensed for SharePoint Online plans to access Office Online service.

Planning Services

Customers (other than Academic Select License, Select Plus for Academic, Campus and School Agreement, and Open Value Subscription – Education Solutions) with SAM in the Application and Server Pools are eligible for this benefit. The Planning Services benefit provides qualifying customers with pre-determined customized service offerings.

Qualified customers receive a number of Planning Services days based on the number of qualifying Office Application licenses, qualifying Server licenses and the number of Core CAL suites, SQL CAL and Enterprise CAL suites for which SA is acquired (see the charts below for details). The number of days a customer receives is for the available Planning Services offerings are combined into a pool of Planning Services days. The following table lists the qualifying Application and Server licenses and the points associated with each of them:

Office Applications and Server Licenses		Points
Office Application Pool Products (including Office suites, Project Standard and Professional, Visio Standard and Professional), Microsoft Dynamics CRM CAL		1
SQL Server Standard edition, Windows Server Standard edition, Microsoft Dynamics CRM Server 2011, Microsoft Dynamics CRM Server 2013, System Center 2012 Standard Server Management License (2-processor), Visual Studio Professional with MSDN, and Visual Studio Test Professional with MSDN		25
SQL Server Enterprise edition, SQL Server Business Intelligence, Windows Server Enterprise edition, and Visual Studio Premium with MSDN		50
SQL Server Data Center edition, SQL Parallel Data Warehouse, Windows Server Data Center edition, System Center 2012 Datacenter Server Management License (2-processor), and Visual Studio Ultimate with MSDN		75

Note: For SQL CALs, see the CAL suites table in this section.

* For Microsoft Dynamics CRM Professional CAL, 2 points are awarded

Eligible products purchased under the Server and Cloud Enrollment (SCE) will accrue the same number of points towards Deployment Planning Services (DPS) as they accrue under other programs. The total points that the customer is eligible for defines the Planning Services Days entitlements as shown below:

Office Applications and/or Server Licenses Points

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Programs		Open License	Open Value Subscription	Select Enterprise Agreement Enrollment for Education Solutions under the Campus and School Agreement	Select Plus Registered Affiliate
Benefits are available by:	License Number	Agreement	Agreement	Enrollment	Registered Affiliate

Note: *Customers who enter into Canadian HealthCare Volume License Enterprise Agreements will receive SA benefits consistent with the SA benefits available to customers who acquire Products through Microsoft Open Value.

Active SA for any qualifying product, regardless of the Product version a customer is actually using, qualifies that customer for the benefits shown in the table below. Qualifying products are identified in each product section. Some benefits are awarded based on Customer's SA spend on a given set of qualifying products within a pool. For these purposes, "SA spend" is not literally the customer's actual dollars spent, but is an approximation of what a customer has spent on SA coverage for those Products under its Select or Enterprise Enrollment. Select Plus registration or Open Agreement (for example, SA only purchases and the SA component of L&SA purchases). For customers under subscription programs, it is an approximation of the total dollars the customer has spent licensing those Products under its enrollment or agreement. Other benefits correspond to SA Membership, SA Membership for the applicable Product pool qualifies the customer for those benefits.

Benefits		Applications Pool	Systems Pool	Server Pool
New Version Rights		✓	✓	✓
Office Multi Language Pack		✓		
Office Online		✓		
Enhanced Edition Benefits - Windows and Windows Embedded		✓	✓	✓
Enterprise SideLoading		✓	✓	✓
Windows Companion Subscription		✓	✓	✓
Training Vouchers		✓	✓	✓
E-Learning		✓		
Home Use Program		✓		
Enterprise Source Licensing Program		✓	✓	✓
24x7 Problem Resolution Support		✓	✓	✓
System Center Global Service Monitor		✓		
Back-up for Disaster Recovery		✓		
License Mobility through SA		✓	✓	✓
Windows Thin PC		✓		
Extended HotFix Support		✓		
Microsoft Desktop Optimization Pack (MDOP)		✓	✓	✓
Virtualization Rights for Windows and Windows Embedded Editions		✓	✓	✓
Windows Virtual Desktop Access (VDA)		✓		
Step-up License		✓		

* Yes in the chart means SA Membership, acquisition of SA for qualifying products or SA spend on qualifying products within that pool would qualify the customer for that benefit.

** Generally, subscriptions that include software components comprised of versioned software will include new version rights for those components.

1 Existing customers with SA for Windows Pro Upgrade or Windows Embedded Industry Pro Upgrade continue to receive Enterprise Edition Rights.

* Not an SA benefit for Windows Embedded Products.

Office System Application Pool Products		Access 2013	Office for Mac Standard 2011
Office Standard 2013		Excel 2013	Lync for Mac 2011
Office Professional Plus 2013		InfoPath 2013	Outlook for Mac 2011
Project Standard 2013		Lync 2013	PowerPoint for Mac 2011
Project Professional 2013		OneNote 2013	Excel for Mac 2011
Visio Standard 2013		Outlook 2013	Word for Mac 2011
Visio Professional 2013		PowerPoint 2013	
		Publisher 2013	

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Office Applications and/or Server Licenses Points	Planning Services Days
200-499	1
500-1,999	3
2,000-3,999	5
4,000 - 29,999	10
30,000 - 49,999	15
50,000 - 99,999	20
100,000 - 199,999	30
200,000 - 399,999	40
400,000 - 599,999	50
600,000 +	75

Core CAL Suite and SQL CAL SA coverage counts as one (1) point toward the thresholds in the first column below, Enterprise CAL Suite SA coverage counts as two (2) points toward the thresholds in the first column below:

CAL Suites	Planning Services Days
200-3,999	1
4,000 - 9,999	3
10,000 - 99,999	5
100,000 - 299,999	7
300,000 - 599,999	10
600,000 +	12

Customers may choose one or more of the available offerings described below and may select from available service levels up to the number of Planning Services days they have available. The available offerings include:

- Desktop Deployment Planning Services (DDPS)
 - Develop a deployment or upgrade plan for Office and Windows. Set up an Office 365 pilot.
 - Service Levels: 1, 3, 5, 10 or 15 days
- SharePoint Deployment Planning Services (SDPS)
 - Develop a deployment or upgrade plan for SharePoint. Set up an Office 365 pilot.
 - Service Levels: 1, 3, 5, 10 or 15 days
- Lync and Exchange Deployment Planning Services (LEDPS)
 - Develop a deployment or upgrade plan for Lync and Exchange. Set up an Office 365 pilot.
 - Service Levels: 1, 3, 5, 10 or 15 days
- Private Cloud, Management and Virtualization Deployment Planning Services (PVDPS)
 - Develop a deployment, upgrade or migration plan for Windows Server, System Center and Hyper-v.
 - Service Levels: 3, 5, 10 or 15 days
- SQL Server Deployment Planning Services (SDPS)
 - Develop a deployment or upgrade plan for Systems Center, Windows Server and Hyper-v.
 - Service Levels: 3, 5, 10 or 15 days
- Developer Tools Deployment Planning Services (DTDPS)
 - Develop a deployment, upgrade or migration plan for SQL Server. Plan for implementing or upgrading Microsoft Dynamics CRM.
 - Service Levels: 3 or 5 days
- Public Cloud, Azure Deployment Planning Services (AZDPS)
 - Training, demos and activations planning for Microsoft, Azure.
 - Service Levels: 3, 5, or 10 days

The list of available services and associated service levels may change at any time. Qualified Providers will provide customers with an outline of the available Scope of Work for each of the above service offerings upon request.

Customers can also increase the number of available Planning Services days if they meet the following criteria: (a) are currently eligible for the Training Voucher benefit, (b) have activated their Training Voucher benefit, and (c) have at least 3 unclaimed training days from Training Voucher benefit available for conversion. Eligible customers can convert unused Training Voucher days into Planning Services days on a 3:1 basis (three Training Voucher Days = one Planning Services day). Planning Services days cannot be converted to Training Voucher days. However, if a customer wishes to reverse a Training Voucher day conversion, the Planning Services days may be converted back to Training Voucher days. Following the conversion of Training Voucher day to Planning Services days, the Planning Services days will appear in the customer's Planning Services pool of

days. Those days can then be used to create voucher(s) for available services (such as DDPS or SDPS). *Customers' eligibility to convert days back to Training Voucher days is limited based on the number of days available at the Planning Services Day level.

Customers in eligible Volume Licensing agreements who have not met the minimum thresholds to receive Planning Service entitlements but who meet or exceed the criteria for Training Voucher day conversion may convert Training Voucher days as outlined above.

- Planning Services may be delivered to the customer by qualified Microsoft Partners or Microsoft Consulting Services. Local "Terms of Usage" established by the qualified Microsoft provider apply. Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider; Microsoft is not responsible for any work or failure on the part of the Qualified Provider related to the services. A customer can view the list of Qualified Providers here: <http://go.microsoft.com/fwlink/?LinkId=268676>
- Planning Services engagements provide consulting that covers a pre-determined scope of work that result in a high level deployment plan; the actual deployment of the software cannot be included.
- Planning Services vouchers can only be redeemed by the customer who qualified for the benefit.
- Planning Services vouchers may not be exchanged for cash, monies or other valuable considerations.
- Customers may purchase additional services beyond the scope of the work (as defined by the voucher type and service level) from their provider outside of this program.
- Reduction of qualifying SA coverage as a result of returns and other billing adjustments, where allowed, may lower the customer's Planning Services entitlement days.
- Vouchers may not be stacked or combined. The company should provide one voucher for one engagement at the available number of days.
- Vouchers are only valid with qualified Providers for the specific service type for which the voucher is being redeemed. The voucher can be used with any qualified Provider worldwide. Participation may vary. The qualified Microsoft provider may cancel a service according to the local cancellation policy.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment. Independent of SA coverage expiration. All services must be delivered (voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Planning Services pool of days. By accepting a Planning Services engagement, customers acknowledge that they will receive a survey upon completion of the engagement for quality assurance purposes. This table also shows service days available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one year will receive one third of the stated number of service days. Customers who purchase SA coverage for two years will receive two thirds of the stated number of service days.

Completed deliverables submitted by the Qualified Provider at the end of the engagement to Microsoft may be used by Microsoft for quality assurance purposes and may be shared with the customer's Microsoft account team for that purpose.

Enhanced Edition Benefits - Windows and Windows Embedded

Customers with active SA coverage for Windows Desktop OS or Windows Embedded OS are eligible for this benefit. Devices with active SA coverage may run current or prior versions of the Windows Desktop OS or Windows Embedded OS subject to the use terms in the Product Use Rights.

Enterprise Sideload

Please refer to the Windows 8 Enterprise Sideload and Enterprise Sideload for Windows Embedded 8.1 notes in the Product Entry section of this document.

Windows Companion Subscription

Please refer to Windows Companion Subscription note in the Online Services section of this document.

Training Vouchers

Customers (other than Academic Select License, Select Plus for Academic, Open Value Subscription - Education Solutions) Campus and School Agreement customers) with SAM in the application or systems Product pools are eligible for Microsoft Training Vouchers. These vouchers entitle customers to receive courses from a Microsoft Partner with a Learning Competency (Microsoft Learning Partner) for a specific number of training days. The number of days awarded varies both by program and the number of qualifying licenses for which SA is acquired.

Minimum number of licenses for which SA is acquired, needed for Training Voucher eligibility varies by program.

Program	Office System Applications Pool products	Systems Pool
Open Value	2 days per 50 licenses (maximum 20 days)	1 day per 50 licenses (maximum 10 days)
SAM 1-249	2 days per 50 licenses	1 day per 50 licenses
SAM 250-2,999	20 days per eligible enrollment	10 days per eligible enrollment
SAM 2,400-5,999	30 days*	15 days*

Program	Office System Application Pool	Products	Systems Pool
SAM 6,000-14,999	50 days*		25 days*
SAM 15,000 - 29,999	110 days*		55 days*
SAM 30,000 - 49,999	160 days*		80 days*
SAM 50,000 - 99,999	250 days*		125 days*
SAM 100,000 - 199,999	400 days*		200 days*
SAM 200,000 - 399,999	600 days*		300 days*
SAM 400,000 - 599,999	800 days*		400 days*
SAM 600,000 +	1,400 days*		700 days*

Note: Training credits available based on a full 3 year enrollment or agreement (see below for details).

Please refer to table with Office System Application

*Number of days per eligible enrollment or agreement.

- Not all courses are available in all languages.
- Local policies and Terms of Usage established by the Microsoft Learning Partner apply.
- Benefit Managers have the ability to revoke a voucher in assigned status up to the class cancellation date established by the Microsoft Learning Partner.
- Any course days not covered by the voucher will need to be paid by the person who receives the training.
- Any voucher days in excess of the amount of days applied to a particular class will be returned to the pool of days available to be re-assigned by the Benefit Managers.
- Courses delivered in an accelerated format require voucher days equivalent to the number of course days for the normal course delivery.
- The voucher is only redeemable for days of instructor-led training with qualified Microsoft Learning Partners on approved courses. Custom courses (other than accelerated delivery of approved courses or custom courses compiled solely from approved courses) are not eligible for coverage by these vouchers. For information regarding approved courses, please visit <https://www.microsoft.com/learning/sa/training.aspx>.
- Vouchers cannot be used to cover any fees related to a customer not showing up for a reserved course. All fees related to "No Shows" are the responsibility of the customer.
- Vouchers may only be redeemed by the individual approved by the customer to use the voucher.
- Vouchers may not be exchanged for cash, monies or other valuable considerations.
- Vouchers must be assigned during the SA coverage period.
- Vouchers will expire 180 days from the date of voucher assignment, independent of SA coverage expiration. All services must be delivered (training delivered and voucher redeemed) prior to voucher expiration. Vouchers that expire prior to SA coverage expiration will return to the available Training Voucher pool of days.
- With the exception of Demonstration Sessions, one Training Voucher day is equal to the equivalent of one training session day. For Demonstration Sessions, one Training Voucher day is equal to one Demonstration Session.
- Customers must redeem Training Vouchers for Demonstration Sessions sets of four or more.
- Training Vouchers redeemed for Demonstration Sessions, unlike Training Vouchers redeemed for other training sessions, are not limited to a single individual.
- Vouchers may be used to reserve training with only one qualified Microsoft Learning Partner at a time.
- The Microsoft Learning Partner reserves the right to cancel a class according to local cancellation policy.
- Vouchers are valid only with participating Microsoft Learning Partners. They can be used with any qualified Microsoft Learning Partner worldwide.
- Customers must provide the Microsoft Learning Partner with the voucher information they would like to apply towards the course prior to the end of the course in order to use the voucher as payment for the course.
- Microsoft is not responsible for lost, stolen, misplaced or misused vouchers.
- Reduction of the number of qualifying licenses for which SA is acquired as a result of returns and other billing adjustments, where allowed, may lower the customer's Training Vouchers service level eligibility.
- Vouchers can be redeemed by only the customer who qualifies for the benefit.
- Services provided under vouchers are provided under an agreement between Customer and the Qualified Provider; Microsoft is not responsible for any work or failure on the part of the Qualified Provider related to the services.
- The table above shows training credits available based on a full 3-year enrollment or agreement. Customers who purchase SA coverage for one-year will receive one third of the stated number of training credits. Customers who purchase SA coverage for two-years will receive two thirds of the stated number of training credits.

E-Learning

This benefit varies by Applications, Systems, and Servers. Eligible customers will receive one access code (for Applications, Systems, and Servers) per qualifying enrollment/agreement. Customers may also download SCORM-compliant, content-only E-learning files (for select Applications and Systems) from VLSC for import into their Learning Management System (LMS). There is no access code necessary to download files from VLSC.

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Enterprise Agreement and Select customers may obtain SCORM-compliant content (for Applications and Systems) via download or DVD, whereas Open and Open Value customer may obtain SCORM-compliant content (for Applications and Systems) via DVD only.

The maximum number of users for which a customer may use the E-Learning training is equal to the number of licensed copies of qualifying products that the customer has enrolled in SA. Customers must designate one user for each qualifying license. Access cannot be transferred from one user to another.

Eligible customers may purchase E-learning kits at a regional fulfillment center if the online option is not sufficient.

Customers' deployment and use of the E-Learning courses are subject to the terms and conditions of their license agreement.

E-Learning

Customers with SA for qualifying Application or System Products are eligible to use hosted E-Learning courses, and SCORM-compliant content. Customers with qualifying Server Products are eligible to use hosted E-Learning Server courses but not SCORM-compliant content.

Home Use Program

Customers with active SA coverage for qualifying desktop applications Products are eligible to participate in the Home Use Program**, which permits Customers' employees, who are users of the licensed qualifying applications to acquire a single license for the corresponding Home Use Program software, to be installed on a) one home computer and b) one portable device, for each license of the applicable desktop application acquired by the Customer. Provided their employees first obtain the appropriate Home Use Program product keys from Microsoft, Customer may allow their employees to install the corresponding Home Use Program software, acquired by Customers under their Volume Licensing agreements, on employees' home computers and portable devices at Customers' premises. If a new version is released during the qualified period of use, the primary users can acquire the latest version, to replace their current installed version. The desktop applications that qualify customers for participation in the Home Use Program and those that are available in the Home Use Program are identified in the table below*.

Microsoft may terminate a customer's participation in the Home Use Program, immediately and without notice, in connection with unauthorized access to or licensing through the Home Use Program website in connection with that customer's program code.

Home Use Licenses expire with termination of employment, termination or expiration of SA coverage for the copy of the corresponding desktop application that employee uses at work, if the employee is no longer a user of the licensed copy of the software, or upon the employee's installation and use of any prior or later version of that desktop application pursuant to a Home Use Program license.

Those terms are between Microsoft and Customer's employee and do vary from the rights provided under the customers Volume Licenses (e.g. the employee may install only one copy of the HUP software). Customers must limit the Home Use Program access to employees and inform employees of when they should discontinue use of the Home Use Program software in conjunction with a lapse in SA coverage or employment termination.

Participation in this program may have tax implications for the customer and its employees. Microsoft assumes no responsibility for compliance with any employment-benefit, tax or reporting obligation that either Customer or its employees may have. Additional terms that apply for employees in New Zealand are set out below:

- Customers must not require any payment or consideration from employees in connection with HUP, or do or omit to do, anything that would result in an increase of the total cost of any HUP benefit to any employee in New Zealand beyond any amount charged by Microsoft.
- Customers must indemnify and keep Microsoft and its affiliates indemnified and hold Microsoft and its affiliates free and harmless from any costs, expenses, losses or damages incurred by Microsoft or its affiliates as a result of customer's failure to comply with the obligations contained in this section.

The desktop applications that qualify customers for participation in the Home Use Program and those that are available in the Home Use Program are identified here:

Qualifying Desktop Application	Corresponding Home Use Program License
Office Standard 2010/2013	Office Professional Plus 2013 HUP, or
Office Professional Plus 2010/2013	Office for Mac Home & Business 2011 HUP
Office for Mac 2008 / Office for Mac Standard 2011	
Access 2010/2013	
Excel 2010/2013	
PowerPoint 2010/2013	Office Professional Plus 2013 HUP, or
InfoPath 2010/2013	Office for Mac Home & Business 2011 HUP
OneNote 2010/2013	
Outlook 2010/2013	

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Qualifying Desktop Application		Corresponding Home Use Program License
Publisher 2010/2013		
Word 2010/2013		
Visio Standard 2010/2013		Visio Professional 2013 HUP
Project Standard 2010/2013		Project Professional 2013 HUP

For more information, including information on the future availability of additional Home Use Program software, please refer to <http://www.microsoft.com/licensing>.

Note to Campus and School Agreement and Open Value Subscription-Education Solutions customers: Please refer to the CASA agreement (3.5 or greater) or OVS-ES agreement for additional program specific rules. Academic Select (without SAM), Academic Select Plus (without SAM), and Academic Open programs are not eligible for this benefit.

Enterprise Source Licensing Program

Customers with 10,000 or more licensed desktops with SA coverage in the systems pool may be eligible to participate in the Enterprise Source Licensing Program (ESLP), which provides access to Microsoft Windows source code for internal development and support and is granted per agreement/enrollment. The application form can be downloaded from Volume Licensing Service Center (VLSVC) (For additional details on eligibility and country availability see <http://www.microsoft.com/en-us/sha/resources/enterprise-source-licensing-program.aspx>. Academic programs are eligible for the Microsoft Research Source Licensing Program).

24x7 Problem Resolution Support

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreements and Open Value Subscription – Education Solutions customers) with SA coverage are eligible for 24x7 Problem Resolution Support.

24x7 Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Microsoft will make reasonable efforts to assist customers with support requests in a manner consistent with Microsoft Product Support policies. Microsoft reserves the right to refuse unreasonable requests for support services, and at times may refer customers to an additional service level agreement which may require an additional charge.

Microsoft can add support for new Products or discontinue support for existing Products. There may be cases where a customer's implementation of Microsoft products cannot be effectively supported. As part of providing the support services, Microsoft will notify the customer if Microsoft reaches that conclusion. If the customer does not modify the implementation to make it effectively supportable within 30 days after the notice, Microsoft will not be obligated to provide additional support services for that implementation, however Microsoft will continue to provide support for the customers other supportable implementations covered by these terms and conditions.

An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. In certain situations, we may provide customers with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address customers' specific problems and are not regression tested. Except as otherwise provided herein, Hotfixes may not be distributed to unaffiliated third parties without Microsoft's written consent.

Products available through Volume Licensing and that are currently in Mainstream Support as set forth in Microsoft's Support Lifecycle Policy are eligible for 24x7 Problem Resolution Support. Product eligibility for phone support is tied to availability of SA offering for that Product. Where no SA option is available for the server but for the CALs, SA spend for their CALs count for incidents to be used for other eligible Products as stated below in section Phone Support Incidents Awards. Refer to the specific section for that Product in this document to consult the service and support policy. Prior versions of Products that are currently in Mainstream Support that customers choose to use in lieu of the current licensed version are also eligible. Developer Edition of all servers, HED products, and MSDN Subscriptions are excluded.

Microsoft may use any technical information it derives from providing services related to its products for problem resolution, troubleshooting, product functionality enhancements and fixes, for Microsoft's knowledge base. Microsoft agrees not to identify the customer or disclose any of customer's confidential information in any item in the knowledge base. Microsoft is not obligated to restrict the future work assignments of people who have had access to the customer's confidential information. In addition, the customer, Microsoft and these people are free to use the information that these people remember related to information technology, including ideas, concepts, know-how, or techniques, so long as confidential information of the other party is not disclosed in the course of such use.

The customer's right to use any fixes Microsoft may provide in the course of performing services is governed by the license agreement for the affected Product or, if the fix is not provided for a specific Product, any other use terms Microsoft provides. All fixes provided are licensed to the customer.

24x7 Problem Resolution Support awards customers with a number of incidents and contacts to initiate such incidents as described below. Support can be initiated through submitting incidents either electronically via the Web or by Phone. Different provisions apply to each type of medium.

Phone Support Incident Awards

The number of permitted phone support incidents varies by customer based upon their SA spend and payment option. The complimentary incident is awarded under Enterprise and Select enrollment. Select Plus registration, and Open Value agreement with SA coverage on at least one qualifying Server software Product. SA-spend-based incidents are earned based on server and desktop SA spend under a qualifying Select or Enterprise enrollment. Select Plus registration, Open Value Agreement or Open License Authorization number. We will award one incident for each Server SA or CAL SA spend of at least \$20,000. We will award one incident for each Systems Pool or Applications Pool SA spend of at least \$200,000. The table below shows the approximate currency equivalents for SA-spend-based awards for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change.

Currency Name	Currency Code	Server / CAL - Incident Award Increments	HW / Client - Incident Award Increments
US Dollar	USD	\$20,000	\$200,000
Australian Dollar	AUD	30,000	300,000
Canadian Dollar	CAD	27,000	270,000
Swiss Franc	CHF	5 Fr. 33,000	5 Fr. 330,000
China Renminbi	CNY	CRC 165,000	CRC 1,650,000
Danish Krone	DKK	kr 160,000	kr 1,600,000
EURO	EUR	€13,500	€135,000
UK Pound	GBP	£13,500	£135,000
Japanese Yen	JPY	¥2,400,000	¥24,000,000
Korean Won	KRW	₩20,000,000	₩200,000,000
Norwegian Krone	NOK	kr 165,000	kr 1,650,000
New Zealand Dollar	NZD	35,000	350,000
Swedish Krona	SEK	kr 200,000	kr 2,000,000
New Taiwan Dollar	TWD	NTD 700,000	NTD 7,000,000
India Rupee	INR	INR 1,000,000	INR 10,000,000
Russian Ruble	RUB	RUB 660,000	RUB 6,600,000

Incidents are allotted over the term of the SA coverage based on the payment option. Agreements that reflect spread payments will lead to incidents awarded over the term; agreements that reflect lump sum payments will be awarded upfront. Purchases made after the initial order will trigger recalculation of the incidents awarded and the annual allotment. Phone Support Incidents that have not been used will expire at the expiration of SA coverage. Phone Support Incidents may not be transferred between enrollments or agreements.

Access to local phone support is available during business hours found on the website <http://support.microsoft.com/en-us/phone>. After-hours phone support may be provided through regional and international support centers. After-hours phone support can only be used to initiate business critical support requests. Business hours are determined on a region-by-region basis. Phone support assistance is not available in all languages in all regions.

Web-based Incidents

Customers (other than Academic Select License, Select Plus for Academic, Academic Open License, Campus and School Agreement, Open Value Subscription – Education Solutions, and Open License) with Standard Enterprise and Datacenter Editions of server software covered with SA have access to electronic web-based Problem Resolution Support services on an as-needed basis. Access to the electronic support sites is available 24 hours per day, 7 days a week, though responses will occur during Business Hours. Refer to Business Hour Variations by Region in above section "Phone Support Incident Awards".

Incidents initiated via Phone will count against the available phone incident balance upon resolution. Incidents initiated via the Web are on an as-needed basis and will be conducted via the Web, email, and other electronic means. Incidents initiated via the Web then converted to phone resolution by the customer will count against the available phone incident balance upon resolution. Incidents initiated via the Web then

followed up via phone by Microsoft will not count against the available phone incident balance if resolution continues on Web, email and other electronic means.

SA is required for both server software and related CALs for Web Support incidents. Customers may only submit web-based Problem Resolution Support requests on those licensed copies of server software covered with SA.

Web Support incidents are not transferable across licenses. Please consult the Product Use Rights for further details on assigning or reassigning licenses to physical servers.

Support Contacts

The number of permitted support contacts varies by Volume Licensing program and number of licenses covered under SA, as shown below. Contacts must be named individuals and can include individuals from outside the customer's organization. However, an organization, department or group name may not be listed as a contact.

Benefit	Open Licenses	Open Value (1)	Select License/Select Plus/EA Level A	Select License/Select Plus/EA Level B	Select License/Select Plus/EA Level C	Select License/Select Plus/EA Level D
# of Problem Resolution Phone Support Contacts	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
# of Authorized Web Support Contacts	NA	1	2	4	8	16

Service Level for Software Assurance Customers

Requests for support may be submitted via telephone or electronically by a customer's designated contacts, except for Severity A and B which must be submitted via telephone as set forth below.

Customers are responsible for setting the initial severity level in consultation with us and can request a change in severity level at any time. Estimated response times by severity level and customers' responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Customer's Expected Response
A. Submission via phone	Critical business impact: Customer's business has significant loss or degradation of services	1 st call response in 2 hours or less based on support offering Microsoft Resources at customer site as required. Continuous effort on a 24x7 basis Notification of Senior Managers at Microsoft based on support offering	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B. Submission via phone	Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner.	1 st call response in 4 hours or less based on support offering Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Customer's business is substantially functioning with minor or no impediments of services.	1 st response in one business day or less based on support offering Effort during Business Hours only	Accurate contact information on case owner Responsive within one business day.

1 Contact Microsoft representative for local business hours.

2 We may need to downgrade the severity level if customer is not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

Customers may be required to perform problem determination and resolution activities as requested by us, such as performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customers are responsible for implementing the procedures necessary to safeguard the integrity and security of their software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

This support benefit is tied to SA investment, not to version.

Conversion of Software Assurance 24x7 Problem Resolution Support Incidents to Premier Support Services

Customers may convert SA 24x7 Problem Resolution Support Incidents (SA PRS Incidents, or "SAB") to:

- Premier Problem Resolution Support (PRS) hours
- Dedicated Support Engineer (DSE) hours – applicable for reactive support activities only

These services are for use consistent with their Premier Service plan at the time of transfer. The conversion is based on a local rate calculation that will be provided by their Premier Account Team. Customers may be required to purchase additional Support Account Management hours before converting SA PRS Incidents. SA PRS Incidents that are converted to Premier are considered Premier Problem Resolution Support hours and are subject to the Premier Services Description. Once converted, incidents cannot be returned to a customer's SA allowance.

Additional business provisions

SA spend may not be combined across Select or Enterprise enrollments, Select Plus registrations, or Open Value Agreements to qualify for additional awards. Spending within each enrollment or agreement will be used to determine the award for that enrollment or agreement.

Reduction of SA Spend as a result of returns and other billing adjustments, where allowed, may result in the loss of Support eligibility or Phone Incident awards during the present or future award periods.

Unlimited 24x7 Problem Resolution Support

This benefit is only available through (1) the Enrollment for Application Platform (EAP) to an Enterprise Agreement and/or (2) the Server and Cloud Enrollment (SCE) to an Enterprise Agreement and/or (3) with the purchase of licenses for Parallel Data Warehouse (PDW) through EA, EAP, Select Plus or Select.

SCE Eligibility

Customers who have an SCE with a minimum annual average SA spend of \$250,000 on total of qualifying products in either the Application Platform or the Core Infrastructure Suite and who have an active Premier Services Agreement are eligible for Unlimited 24x7 Problem Resolution Support (PRS) Incidents. The two eligible SCE components qualify separately for Unlimited 24x7 Problem Resolution Support. Products listed below, that are currently in Mainstream or Extended Support as set forth in Microsoft's Support Lifecycle Policy, in line with a customer's Premier contract, are included in this benefit.

The qualifying Application Platform Products are:

- SQL CAL
- SQL Server Standard
- SQL Server Enterprise Per Core
- SQL Server Business Intelligence
- SQL Server Parallel Data Warehouse
- BizTalk Server Standard Per Core
- BizTalk Server Enterprise Per Core
- BizTalk Server Branch Per Core
- Office SharePoint Server

The qualifying products from the Core Infrastructure Component are:

- CS Datacenter (Windows Server Datacenter and System Center Datacenter)
- CS Standard (Windows Server Standard and System Center Standard)

The table below lists the SA spend threshold conversions for agreements based in currencies other than USD. Due to the fluctuation of exchange rates, this table is subject to change without notice.

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
US Dollar	USD	250,000
Australian Dollar	AUD	375,000
Canadian Dollar	CAD	337,500
Swiss Franc	CHF	412,500

Currency	Currency Code	Minimum Annual Average SA spend to qualify for Unlimited 24x7 PRS
China Renminbi	CNY	2,062,500
Danish Krone	DKK	2,000,000
EUR	EUR	268,750
GBP	GBP	168,750
Japanese Yen	JPY	30,000,000
Korean Won	KRW	300,000,000
Norwegian Krone	NOK	2,062,500
New Zealand Dollar	NZD	437,500
Swedish Krona	SEK	2,500,000
New Taiwan Dollar	TWD	8,750,000
India Rupee	INR	12,500,000
Russian Ruble	RUB	8,250,000

When committed annual average SA spend on qualifying Application Platform and/or Core Infrastructure products eligible for Unlimited 24x7 PRS is higher than \$250,000, Microsoft will not award incidents based on actual SA spend on these products. If a customer becomes eligible for Unlimited 24x7 PRS midstream, any incident previously awarded based on SA spend and not consumed will be subtracted from customer's balance. Unlimited 24x7 PRS incidents cannot be converted to Premier Problem Resolution Support hours or incidents.

Parallel Data Warehouse Eligibility

Customers who acquire licenses for Parallel Data Warehouse ("PDW") and have an active Premier Services Agreement are eligible for Unlimited 24x7 PRS incidents, regardless of being enrolled in an SCE or their SCE spend. When customers purchase licenses for PDW, Microsoft will not award incidents based on actual SA spend on this product.

While all qualifying customers will receive an unlimited number of 24x7 PRS incidents, the number of permitted support contacts to manage Unlimited 24x7 PRS does vary by size of the SA spend. All eligible customers are entitled to at least four authorized contacts plus one additional contact per every additional \$125,000 of SA spend under their SCE or VL program (s) under which they purchased licenses for PDW. For agreements in foreign currencies, eligible customers are entitled to at least four authorized contacts plus one additional contact for each incremental SA spend amount equivalent to \$125,000 of annual average SA spend in the applicable foreign currency. See table below:

The following table applies to customers who have an SCE or have licenses for PDW:

Annual Average SA spend	Permitted support contacts
\$250,000 - \$374,999	4
\$375,000 - \$499,999	5
\$500,000 - \$624,999	6
\$625,000 - \$749,999	7
\$750,000 - \$874,999	8

The Unlimited 24x7 PRS benefit only includes Problem Resolution Services. Any time spent by the Technical Account Manager (TAM) or the Designated Support Engineer (DSE) on the resolution of the incident will be accounted for under the customer's Premier Services Agreement.

System Center Global Service Monitor

Customers with active SA coverage for the Management Licenses identified in the table below are eligible to use System Center Global Service Monitor as set forth in the PUR.

Qualifying Management Licenses
System Center Datacenter Server Management License
System Center Standard Server Management License

Back-up for Disaster Recovery

Customers with SA for qualifying Server products and related CALs are eligible for complimentary Server licenses for those products for disaster recovery purposes.

TechNet SA Subscription Services

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Starting in May 2014, new and renewing Volume Licensing agreements with SA will no longer include TechNet Subscription benefits. Previously entitled customers will be able to access their TechNet Subscription benefits until the expiration of their current term of SA coverage, or May 31, 2017, whichever is earlier.

License Mobility through Software Assurance

License Mobility through SA lets a customer move certain on-premise licenses covered by SA to third party shared servers. All Products that are currently eligible for "License Mobility within Server Farms" as defined in the PUR and covered by SA are eligible for License Mobility through SA. In addition, the following Products are also eligible for License Mobility through SA:

- System Center – all Server Management Licenses (MLs), including SASE and SMSD with SA, and System Center 2012 Standard and Datacenter with SA.

To use License Mobility through SA, customers must:

- Maintain SA coverage for the licenses under which they run software or manage operating system environments on shared third party servers as well as all of the corresponding CALs, External Connector licenses and management licenses;
- Deploy their licenses only with qualified License Mobility through Software Assurance Partners (see <http://www.microsoft.com/licensing/software-assurance/license-mobility>);
- Complete and submit the License Mobility Validation form with each License Mobility through Software Assurance Partner who will run customers' licensed software on partners' shared servers. The License Mobility Validation form will be made available to customers by the qualified License Mobility through Software Assurance Partner.

Windows Thin PC

Volume Licensing customers with active SA coverage for the Windows desktop operating system or active licenses for VDA are eligible for this benefit. Customers accessing this benefit under VDA must have a qualifying OS installed on their licensed device per the Qualifying Operating Systems table under the Product Notes, Systems Pool section of this document.

Eligible customers may use Windows Thin PC in place of instances of Windows desktop operating system that they are permitted to use under their Windows SA coverage or Windows VDA licenses.

Extended Hotfix Support

Extended Hotfix Support is available to customers who have signed a Premier or Essential Support agreement and have purchased SA under the following programs:

- Customers (other than Academic Select, Select Plus for Academic, and Campus and School Agreement, and Open Value Subscription – Education Solutions customers) with Software Assurance Membership coverage for Applications Pool qualify for Extended Hotfix Support for Application pool products.
- Customers (other than Academic Select, Select Plus for Academic, and Campus and School Agreement, and Open Value Subscription – Education Solutions customers) with Software Assurance Membership coverage for Systems pool qualify for Extended Hotfix Support for Windows desktop operating system and/or Windows Embedded operating system (with Software Assurance Membership coverage on a Windows Embedded product).
- Customers (other than Academic) with SA on at least one server product qualify for Extended Hotfix Support for Server products. The following server products are covered:
 - Microsoft Exchange Server, Microsoft SQL Server, System Center 2012, and Windows Server.

Extended Hotfix Support is a benefit for older software versions that have transitioned from Mainstream to Extended Support. The annual fees normally charged as part of an Extended Support contract are now waived for customers eligible for this SA benefit. Customers are still responsible for the fees for individual Hotfixes. Customers eligible for this benefit do not need to sign-up within a 90 day period of a product's transition to Extended Support.

Microsoft Desktop Optimization Pack for Software Assurance

Microsoft Desktop Optimization Pack for SA (MDOP) is an optional purchase available only to those customers who have the following:

- Active SA for their Windows desktop operating system licenses
- Active subscriptions for Windows Virtual Desktop Access, or
- Active subscriptions for Windows Companion Subscription

Virtualization Rights for Windows and Windows Embedded Licensed Desktops

This use right allows running the software in up to four local virtual machines. For further use right details, please refer to the PUR <http://go.microsoft.com/fwlink-9833207>.

Windows Virtual Desktop Access Rights

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Windows VDA rights provides customers the right to run the latest version of the Windows desktop operating system or Windows Embedded operating system.

For more information about VDA please refer to the PUR <http://go.microsoft.com/fwlink/?LinkId=939207>. VDA is also available as a separate subscription license for devices not covered by SA for Windows.

Step-up License Availability
Customers with active SA on a lower level edition of certain products may migrate to a higher level edition of the products with a Step-Up License, as described in the table below. The Step-Up license must be acquired, and is valid only when acquired, under the same Volume Licensing agreement and enrollment (if any), under which SA coverage for the qualifying product was originally acquired. The customer's right to the use of software under a Step-Up license is conditioned on their having and retaining a license for the qualifying product. Customers cannot transfer the license for the qualifying product separately from the Step-Up license. Customers' perpetual rights under the Step-Up license supersede and replace the underlying license for the qualifying product. For more details, please refer to the Enterprise Edition Step-Up License Volume Licensing Brief: <http://www.microsoft.com/licensing>

Step Up From	Step Up To
BitTalk Server Branch	BitTalk Server Standard
BitTalk Server Branch	BitTalk Server Enterprise
BitTalk Server Standard	BitTalk Server Enterprise
Commerce Server Standard	Commerce Server Enterprise
Core CAL Suite	Enterprise CAL Suite
Core CAL Suite Bridge for Office 365	Enterprise CAL Suite Bridge for Office 365
Core CAL Suite Bridge for Windows Intune	Enterprise CAL Suite Bridge for Windows Intune
Core CAL Suite Bridge for Office 365 and Windows Intune	Enterprise CAL Suite Bridge for Office 365 and Windows Intune
Core Infrastructure Server Suite Standard	Core Infrastructure Server Suite Datacenter
Desktop Education w/ Core CAL	Desktop Education w/ Enterprise CAL Suite
Desktop School w/ Enterprise CAL Suite	Desktop School w/ Enterprise CAL Suite
Exchange Server Standard	Exchange Server Enterprise
Forefront TMG Standard	Forefront TMG Enterprise
Internet Security & Acceleration (ISA) Standard Server	Internet Security & Acceleration (ISA) Enterprise Server
Microsoft Dynamics CRM Workgroup Server	Microsoft Dynamics CRM Server
Office Standard	Office Professional Plus
Professional Desktop	Enterprise Desktop
Professional Desktop with Microsoft Desktop Optimization Pack	Enterprise Desktop with Microsoft Desktop Optimization Pack
Project Standard	Project Professional
SQL Parallel Data Warehouse Core	SQL Server Enterprise Core
SQL Server Standard Core	SQL Server Enterprise Core
SQL Server Standard	SQL Server Business Intelligence
System Center Standard	System Center Datacenter
Visual Studio Professional with MSDN	Visual Studio Premium with MSDN
Visual Studio Professional with MSDN	Visual Studio Ultimate with MSDN
Visual Studio Test Professional with MSDN	Visual Studio Premium with MSDN
Windows Server Standard	Windows Server Datacenter

Services

A detailed description of any Services customers may purchase the right to are provided in the sections below. Availability of the following offerings varies by region and Volume Licensing Program. Some offerings may be unavailable to Government customers with certain limited exceptions on a pilot basis. Customers should contact their reseller or Microsoft Account Manager for information pertaining to the availability of a particular offering.

Microsoft Premier Support Offerings

Area	Premier Core	Premier Foundation	Premier Standard	Premier Plus
Support Account Management	✓	✓	✓	✓
Account Profiling & Reporting	Monthly	Monthly	Monthly	Monthly
Support Assistance (Hours annually allocated)	Up to 10 hours	Up to 10 hours + 1 Health Check + 1 Workshop	Up to 120 hours	Up to 160 Hours
Problem Resolution Support (PRS) (annually allocated)	Up to 40 hours	Up to 30 hours	Up to 80 hours	Up to 140 Hours
24x7 Critical Situation Escalation Management (Severity Level 1)	✓	✓	✓	✓
Rapid Onsite Support	✓	✓	✓	✓
Proactive Information Services	✓	✓	✓	✓
Microsoft Premier Online	✓	✓	✓	✓
Add-On Hours	Packs of 20	Packs of 20	Packs of 20	Packs of 20

¹ Business Hours are defined locally.

Support Account Management helps to build and maintain relationships with customer's management and service delivery staff and helps customers arrange each element of the customer's service plan to meet business requirements.

Support Assistance provides short-term advice and guidance (based on available Microsoft resources) for problems not covered with Problem Resolution Support, including assistance with design, development and deployment issues.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft Products, where there is a reasonable expectation that the problem is caused by Microsoft Products.

Severity	Situation	Our Expected Response	Customer's Expected Response
1. Submission via phone only	Catastrophic business impact: Complete loss of a core mission critical business process and work cannot reasonably continue Needs immediate attention	1 st call response in 1 hour or less Our Resources at customer site as soon as possible Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Microsoft's Senior Executives	Notification of customer Senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority
A Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1 hour	1 st call response in 1 hour or less Our Resources at customer site as required Continuous effort on a 24x7 basis Notification of Microsoft's Senior Managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis ² Rapid access and response from change control authority Management notification
B Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner Needs attention within 2 Business Hours ³	1 st call response in 2 hours or less Effort during business hours only	Allocation of appropriate resources to sustain business hours ³ continuous effort Access and response from change control authority within 4 Business Hours ³
C Submission via phone	Minimum business impact:	1 st call response in 4 hours or less	Accurate contact information on

Severity or web	Situation	Our Expected Response	Customer's Expected Response
	Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours ¹	Effort during Business Hours ² only	Case owner Responsive within 24 hours.

¹ Business Hours are defined locally.

² We may need to downgrade the severity level if customer is not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

Information Services include access to the Premier online website and regularly scheduled support webcasts led by Microsoft program managers, developers and professionals providing key information regarding Microsoft technology.

Add-On hours can be used for Support Assistance or Problem Resolution Support.

Associated Business Rules

All Services provide support for commercially released, generally available Microsoft Products (unless specifically excluded on the Microsoft Premier On-Line Web site or the Microsoft Support Lifecycle Web site). Services will generally be charged on an hourly basis, provided remotely, and in English (unless another language is available). Services will be provided in the country in which the VL agreement is signed. On-Site visits are not pre-paid and are subject to resource availability. All Services not consumed on an annual basis will be forfeited. Upon customer request, we may access customer's system via remote dial-in to analyze problems. Customer must have access to the Internet in order to take advantage of Internet-based services.

Microsoft Enterprise Strategy Program Offerings

Enterprise Strategy Program Overview

The Enterprise Strategy Program for the Microsoft Enterprise Agreement provides customers with advice from Microsoft Enterprise Architects and the Enterprise Service Delivery Team on how to accelerate time to technology adoption and how to plan for measurable change in order to derive greater value from their investment in Microsoft technologies.

The Enterprise Strategy Program offerings contain the following components which will be provided for each year of the Customer's Enterprise Agreement:

Area	Enterprise Strategy Connect	Enterprise Strategy Foundation	Enterprise Strategy Portfolio
Enterprise Architect and Enterprise Service Delivery Team	Up to 400 hours in aggregate of a Microsoft Enterprise Architect and the Enterprise Service Delivery Team	Up to 800 hours in aggregate of a Microsoft Enterprise Architect and the Enterprise Service Delivery Team	Up to 1600 hours in aggregate of a Microsoft Enterprise Architect and the Enterprise Service Delivery Team
Services Delivery Plan (SDP)	✓	✓	✓
Enterprise Strategy Library	✓	✓	✓
Enterprise Strategy	200 hours	200 hours	200 hours

The Enterprise Architect

Works closely with the Customer to create and provide a Service Delivery Plan that defines milestones and goals and establishes process, data, and rules to track progress against the plan;
Presents monthly status updates of progress against the plan;
Manages the Microsoft resources (Enterprise Strategy Network and Enterprise Service Delivery Team) complementing delivery.

The Enterprise Service Delivery Team

Includes resources from Microsoft Services and Services Centers of Excellence (CoEs);
Supports the Enterprise Architects with subject matter expertise;
Provides Customer with best practice advice, specific guidance on Microsoft technologies, and reference architectures.

Services Delivery Plan (SDP)

A frequently updated planning document written by the Enterprise Architect in consultation with the Customer Executive Sponsor (or their delegate), which is intended to serve as a general explanation of the Services delivery process, including details about the scope of the initiative, expected delivery schedule, resource requirements, roles and responsibilities, and the implementation management process.

Key recommendations from the Enterprise Strategy engagement that will require further work from the Enterprise Architect or other resources to achieve desired outcomes will also be included in the SDP. Any timelines, dates, and delivery schedules within the SDP are estimates only and may vary based on the engagement.

Program Benefits

Throughout the engagement, the following program benefits are available:

- Enterprise Strategy Network:** An integral connection with Microsoft research and development teams and subject matter experts across Microsoft
- Enterprise Strategy Library:** A rich collection of materials including industry insights and benchmarks tools, enterprise and technology architecture and reference models and methods.

Enterprise Strategy Service Modules

The Enterprise Strategy engagement includes one or more of the following Enterprise Strategy service modules, as documented in the Service Delivery Plan:

- Value Discovery Workshop:** A workshop designed to help business and IT stakeholders develop and produce a customer context report and opportunity summary.
- Enterprise Agreement Value Roadmap:** A roadmap and Key Performance Indicators (KPIs) for related initiatives quantifying the business value of a customer's investment in Microsoft services and software, including a series of recommendations to accelerate time to deployment and adoption of its investments.
- Portfolio Optimization:** A report that provides an assessment of a customer's Business and IT portfolios (including business capabilities, IT services, applications, technologies, and existing program/project portfolio) and identifies opportunities for Microsoft devices and services to rationalize specific portfolios in the context of the customer's current business strategy.
- Architecture Options and Recommendations:** An architecture definition and recommendation document addressing viable architecture options, evaluated against the program charter and a customer's architecture principles, business and IT standards, and constraints.
- Value Planning:** A detailed program plan, adoption and change plan, value scorecard and governance plan in support of the recommendation and roadmap described above (Architecture Options and Recommendations).
- Business Case Development:** A business value model based on financial analysis of projected costs and quantifiable benefits for the proposed initiative plan.
- Adoption and Change Management:** Execute the adoption and change plan (including communication plan, readiness/training plans, and support plan) and provide adoption oversight, reporting and risk mitigation.
- Value Management:** Measuring and tracking progress of the initiative against a customer's established KPI's and its internal measurement systems (i.e. commitments, scorecards and business reviews).
- Program Governance, Risk & Compliance Management:** Oversee program status and provide reports to defined governance structures (e.g. steering committees, risk boards) to facilitate effective decision making throughout the program lifecycle

Enterprise Strategy Capacity Add-On

Customer can purchase blocks of 200 hours of Microsoft Enterprise Service Delivery Team resources to enhance delivery capacity for Enterprise Strategy engagements. The Enterprise Strategy Capacity Add-On is available to Customers who have purchased the Enterprise Strategy Connect, Enterprise Strategy Foundation or Enterprise Strategy Portfolio offering through Microsoft volume licensing or standard Microsoft Services contracts.

Services Out of Scope

The Enterprise Strategy Program is comprised solely of advice and guidance regarding Customer's adoption of Microsoft technologies. It is entirely up to the Customer to choose whether to follow or disregard Microsoft advice, guidance and recommendations. Microsoft makes no representations, warranties or guarantees as to the results that Customer may achieve as a result of following Microsoft's advice, guidance or recommendations. Product licenses are not included. The Services of the Enterprise Architect also do not include product deployment, problem resolution or break fix support, review of non-Microsoft source code, or technical or architectural consultation beyond the deliverables as described above. For any non-Microsoft source code, our Services will be limited to analysis of binary data only, such as a process dump or network monitor trace.

Customer Responsibilities

The success of the Enterprise Strategy Program and our performance of our obligations are dependent on Customer's involvement throughout the program, including but not limited to:

- The availability of Customer's representatives, IT staff, and resources, including but not limited to hardware, software, Internet connectivity and office space;
- Customer's timely provision of accurate and complete information;
- Access to information about Customer's organization;
- Timely and effective completion of Customer's assigned responsibilities; and

- Timely decisions and approvals by Customer's management.

Appendix A – Program Agreement Supplemental Terms

Supplemental Terms for Select Plus Program

Select Plus requires a minimum order quantity of 500 points per pool during the first year. This order quantity requirement may be waived if a Qualified Contract is supplied.

Price Levels in Select Plus

Customer's prices are based upon agreement between Customer and Customer's reseller. However, Microsoft provides reseller with the following price and point criteria to help guide reseller to end customer pricing:

Select Plus Price Level-Commercial		Annual Point Minimums per Pool
A		500
B		4,000
C		10,000
C		25,000

Definition of Management for Qualified Devices

If Customer's Volume Licensing Agreement refers to this Product List for defining managed Qualified Devices, the following terms apply. A Volume Licensing customer "manages" any device on which it directly or indirectly controls one or more operating system environments. For example, a Volume Licensing customer manages any device:

- it allows to join its domain, or
- it authenticates as a requirement to use applications while on its premises, or
- it installs agents on (e.g., anti-virus, anti-malware or other agents mandated by the customer's policy), or
- to which it directly or indirectly applies and enforces group policies, or
- on which it solicits or receives data about, and, configures, or gives instructions to hardware or software that is directly or indirectly associated with an operating system environment, or
- it allows to access a virtual desktop infrastructure (VDI) outside of Windows SA, Windows Intune (Device) or Windows Virtual Desktop Access Roaming Rights.

A device that accesses a VDI under Roaming Rights only or utilizes Windows To Go on a Qualifying Third Party Device off the customer's premises only, and is not managed for other purposes as described here, is not considered "managed" for purposes of this definition.

Supplemental Terms for Professional Services – Legacy Agreements

Customer's right to use of any Services purchased from this Product List are governed by (1) customer's Volume Licensing agreement, and (2) any master-level Microsoft Services agreement customer may have in place at the time of purchase. In the event of a conflict, the most current Services agreement controls. If Customer's master agreement for volume licensing is a Microsoft Business Agreement version dated prior to September, 2007, and Customer has not signed any other master-level Microsoft Services agreement, the following supplemental terms apply to any Professional Services purchased and used by Customer.

Use, ownership, and license rights

Files

If Microsoft provides Files to Customer in the course of performing Services, those Files are licensed according to the license terms applicable to the product to which those Files relate. If the Files are not provided for a specific product, any other use terms Microsoft provides with the Files will apply, and if no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Files solely for its internal use. Customer may not modify, change the file name of or combine any Files with any non-Microsoft computer code.

Pre-Existing Work

All rights in any computer code or non-code based written materials developed or otherwise obtained by or for the parties or their Affiliates independent of this agreement ("Pre-existing Work") shall remain the sole property of the party providing the Pre-existing Work. During the performance of the Services, each party grants to the other party (and Microsoft's contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party, solely as needed to perform its obligations in connection with the Services.

Except as may be otherwise expressly agreed by the parties in writing, upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. The license to Microsoft's Pre-existing Work is conditioned upon Customer's compliance with the terms of this agreement.

Developments

Upon payment in full, Microsoft grants Customer joint ownership in any computer code or non-code written materials (other than Products, Fixes or Pre-existing Work) developed by Microsoft or in collaboration with Customer and left with Customer at the conclusion of a Services engagement ("Developments"). Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer agrees to exercise its rights in any Developments solely for Customer's internal business operations, and not to resell or distribute any Developments to any third party.

Materials

All rights in any materials developed by us (other than software code) and provided to the customer in connection with the Professional Services ("Materials") shall be owned by us except to the extent such Materials constitute the customer's Pre-existing Work. We grant customers a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for their internal business operations and without any obligation of accounting or payment of royalties. Customers may sublicense the rights granted herein to their Affiliates. All rights not expressly granted, are reserved.

Sample Code

Microsoft grants customers a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that customers agree: (i) to not use Our name, logo, or trademarks to market the customer's software in which the Sample Code is embedded; (ii) to include a valid copyright notice on their software in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.

Open Source License Restrictions

Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "Open Source License Terms"), the license rights that each party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to Open Source License Terms. Furthermore, each party warrants that it will not provide or give to the other party computer code that is governed by Open Source License Terms.

Affiliates' Rights

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sub-license these rights and Customer's Affiliates' use must be consistent with the license terms contained in this agreement.

Reservation of Rights

All rights not expressly granted are reserved.

Warranties, Disclaimers, and Limitations of Liability

Warranty for Services

Microsoft warrants that all Services will be performed with professional care and skill.

NO OTHER WARRANTIES

TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT. THIS DISCLAIMER INCLUDES ANY AND ALL WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR RESULTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY ADVICE, RECOMMENDATIONS, FIXES, SERVICE DELIVERABLES, AND RELATED MATERIALS PROVIDED BY MICROSOFT AND ITS AFFILIATES, SUPPLIERS AND CONTRACTORS IN PERFORMING THE SERVICES.

Limitation of Liability

Microsoft's liability for direct damages will be limited to the maximum extent permitted by applicable law to the amounts Customer has paid for the Services giving rise to the claim in the 12 months preceding the claim.

NO LIABILITY FOR CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR THEIR AFFILIATES, SUPPLIERS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), ARISING IN CONNECTION WITH THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

Application

Except as specified expressly herein, the limitations on and exclusions of liability for damages in this agreement 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.

Supplemental Terms for Online Services used with Software – Legacy Agreements

The offerings above that reference the Supplemental Terms for Online Services used with Software – Legacy Agreements include both software that is deployed and used on customers' premises and one or more Online Services under the same license. If Customer's Microsoft Business Agreement or Microsoft Business and Services Agreement version is dated prior to October 2010, or Customer has executed a Campus and School Agreement version dated 2010 or earlier, and Customer has not attached the Online Services Supplemental Terms and Conditions for Online Services to its volume licensing agreement via an Enrollment dated after July 2011 or otherwise, the following terms and conditions ("Supplemental Terms and Conditions") apply to customers' purchase and use of such Online Services.

Definitions

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

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

"Service Level Agreement" means the document specifying the standard Microsoft agrees to adhere to and by which it measures the level of service for an Online Service.

Applicability of Supplemental Terms

These Supplemental Terms apply only to customer's purchase and use of Online Services and Services. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Master Agreement or Agreement that are not expressly resolved by their terms, these Supplemental Terms control.

Limited Warranty for Online Services

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement.

If Microsoft fails to meet this limited warranty and customer notifies Microsoft within the warranty term, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are customer's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this customer's Volume Licensing agreement or the Online Services Use Rights, or resulting from events beyond Microsoft's reasonable control;
- the limited warranty does not apply to free, trial, pre-release, or beta versions of the Online Services; and
- the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS.

MICROSOFT DISCLAIMS 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. 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.

Privacy and Security

Microsoft and customer will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws or regulations applicable to customer or customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of the Agreement, including these Supplemental Terms and Conditions.

Customer may choose to provide personal information to Microsoft of third parties (including customer's contacts, resellers, distributors, administrators, and employees) in connection with the use of the Online Services or as part of the Agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

The personal information customer provides in connection with the Agreement or the use of the Online Services will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>, except that product-specific privacy statements and additional privacy and security details related to specific Online Services are in the Online Services Use Rights. Personal data collected through the Online Services or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Online Services, customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

Customer's Agreement to Protect

Customer will defend Microsoft against any claims made by an unaffiliated third party that:

- any Customer Data or non-Microsoft software Microsoft hosts on customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- arise from violation of the terms of the Acceptable Use Policy, which is described in the Product Use Rights.

Customer must pay the amount of any resulting adverse final judgment (or settlement to which customer consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify customer promptly in writing of a claim subject to this section. Microsoft must (1) give customer sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. Customer will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

Limitation on Liability

To the extent permitted by applicable law, the liability of each party, its Affiliates, and its Contractors arising in connection with the Online Service is limited to direct damages up the amount Customer was required to pay for the Online Services during the prior 12 months before the cause of action arose; provided, that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Supplemental Agreement. 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. However, these monetary limitations will not apply to:

- Microsoft's obligations under the section of the Master Agreement titled "Defense of Infringement, misappropriation, and third party claims" or customer's obligations under the section of these Supplemental Terms titled "Customer's agreement to protect";
- liabilities arising out of any breach by either party of its obligations under the section of the Master Agreement entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited to the amount customer paid for the Online Services giving rise to that liability during the prior 12 months; and
- violation by either party of the other party's intellectual property rights.

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 THE AGREEMENT OR THESE SUPPLEMENTAL TERMS, 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 ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR MICROSOFT'S OBLIGATIONS IN THE SECTION OF THE MASTER AGREEMENT TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR CUSTOMER'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "CUSTOMER'S AGREEMENT TO PROTECT."

Subcontractors

Microsoft may use Contractors to support Online Services. Microsoft will be responsible for their performance subject to the terms of Customer's Volume Licensing agreement.

Appendix B – Product Promotions

Visual Studio Test Pro with MSDN Promotion

Between October 1, 2013 and June 30, 2014, Microsoft will offer a 35% discount on Visual Studio 2013 Test Pro with MSDN to customers purchasing these Products via Enterprise Volume Licensing. This offer will only apply to new purchases and will be available to customers via the EA, EAP, Select Plus and Open Value programs. Targeted customer segments include EPG Commercial, SMS&P Corporate Accounts and Government.

Microsoft Azure Adoption Acceleration

Between November 1, 2013 and June 30, 2014, Microsoft will offer 3 promotional Monetary Commitment Credits to customers that meet a certain upfront Monetary Commitment threshold:

- Quantity 1 of the 25 Monetary Commitment Units Promo Credit SKU¹, based on the upfront commitment purchase of the local currency equivalent value of 42 units of the Monetary Commitment SKU (3H9-00001) for a 12 month term
 - Quantity 1 of the 50 Monetary Commitment Units Promo Credit SKU², based on the upfront commitment purchase of the local currency equivalent value of 80 units of the Monetary Commitment SKU (3H9-00002) for a 12 month term
 - Quantity 1 of the 80 Monetary Commitment Units Promo Credit SKU³, based on the upfront commitment purchase of the local currency equivalent value of 167 units of the Monetary Commitment SKU (3H9-00003) for a 12 month term
- ¹This incremental monetary credit is being enabled by the additional SKU on the CFS which has "promo" in the SKU description. The corresponding local currency Monetary Commitment Credit will be available via the Microsoft Azure Enterprise Portal.

Customers may not stack these promotional offers to qualify for additional credits. All promotional monetary commitment credit will be added to the customer's EA Monetary Commitment account balance as the Customer Price Sheet is processed with the appropriate promotional credit SKU and corresponding upfront Monetary Commitment purchase. This Offer will be available to customers via the EA, EAP, EWA and upcoming SCE programs.

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Appendix B
Pricing Document

Request for Quotes: Microsoft Enterprise License Agreement - Office 365 Subscription Services
Attachment B - Office 365 Price Sheet

Pricing & Usage Year 1									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
Office365PlanG1 ShrdSvr ALNG SubsvL MVL PerUsr	UAS-00002	Adjustable		Monthly	12	\$4.15	1,200	United States	\$59,760.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsvL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.39	1,200	United States	\$19,872.00
Office365PlanG3 ShrdSvr ALNG SubsvL MVL PerUsr	UTS-00008	Adjustable		Monthly	12	\$11.75	20,131	United States	\$2,838,471.00
Office365PlanG4 ShrdSvr ALNG SubsvL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$13.13	300	United States	\$47,268.00
Additional Products									
Office365PlanK1G ShrdSvr ALNG SubsvL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$2.25	4,000	United States	\$108,000.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG SubsvL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.39	4,000	United States	\$56,240.00
ExchOnlnPinZG ShrdSvr ALNG SubsvL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$5.27	100	United States	\$6,324.00
ProjProforOff365G ShrdSvr ALNG SubsvL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	16.13	50	United States	\$9,678.00
VisioProforOff365G ShrdSvr ALNG SubsvL MVL PerUsr	P9U-00001	Adjustable		Monthly	12	8.38	60	United States	\$6,033.60
Total Year 1									\$3,161,646.60

Request for Quotes: Microsoft Enterprise License Agreement - Office 365 Subscription Services
Attachment B - Office 365 Price Sheet

Pricing & Usage Year 2									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
Office365PlanG1 ShrdSvr ALNG Subsvl MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$4.20	1,200	United States	\$50,480.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.40	1,200	United States	\$20,160.00
Office365PlanG3 ShrdSvr ALNG Subsvl MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$11.90	20,131	United States	\$2,874,706.80
Office365PlanG4 ShrdSvr ALNG Subsvl MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$13.30	300	United States	\$47,880.00
Additional Products									
Office365PlanK1G ShrdSvr ALNG Subsvl MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$2.28	4,000	United States	\$109,440.00
ExchOnlnArchExchOnlnG ShrdSvr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.40	4,000	United States	\$67,200.00
ExchOnlnPin2G ShrdSvr ALNG Subsvl MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$5.34	100	United States	\$6,408.00
ProjProforOf365G ShrdSvr ALNG Subsvl MVL PerUsr	4ST-00001	Adjustable		Monthly	12	18.33	50	United States	\$9,798.00
VisioProforOf365G ShrdSvr ALNG Subsvl MVL PerUsr	P3U-00001	Adjustable		Monthly	12	8.49	60	United States	\$6,112.80
Total Year 2									\$3,202,185.60

Request for Quotes: Microsoft Enterprise License Agreement - Office 365 Subscription Services
Attachment B - Office 365 Price Sheet

		Pricing & Usage Year 3							
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Enterprise									
Office365PlanG1 Srvdsr ALNG Subsvl MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$4.20	1,200	United States	\$60,480.00
ExchOnlnArchtExchOnlnG Srvdsr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.40	1,200	United States	\$20,160.00
Office365PlanG3 Srvdsr ALNG Subsvl MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$11.90	20,131	United States	\$2,874,706.80
Office365PlanG4 Srvdsr ALNG Subsvl MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$13.30	300	United States	\$47,880.00
Additional Products									
Office365PlanK1G Srvdsr ALNG Subsvl MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$2.28	4,000	United States	\$109,440.00
ExchOnlnArchtExchOnlnG Srvdsr ALNG Subsvl MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.40	4,000	United States	\$67,200.00
ExchOnlnPln2G Srvdsr ALNG Subsvl MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$5.34	100	United States	\$6,408.00
ProjProtOf365G Srvdsr ALNG Subsvl MVL PerUsr	4ST-00001	Adjustable		Monthly	12	16.33	50	United States	\$9,798.00
VisiOfProtOf365G Srvdsr ALNG Subsvl MVL PerUsr	P3U-00001	Adjustable		Monthly	12	8.49	60	United States	\$6,112.80
							Total Year 3		\$3,202,185.60
							Total Years 1 through 3		\$9,566,017.80

Future Pricing									
Enterprise Online Services									
Product Description	Part Number	Usage Indicator	Usage Start Date	Unit of Measure	Unit Quantity	Net Unit Price (USD)	License Quantity	Usage Country	Extended Amount (USD)
Step-Ups - Enterprise Online Services									
Office365PlanG3 ShrdSvr ALNG SU MVL PerUsr	U7S-00016	Adjustable		Monthly	12	\$7.70	1	United States	\$92.40
Office365PlanG4 ShrdSvr ALNG SU MVL PerUsr	U9S-00017	Adjustable		Monthly	12	\$9.10	1	United States	\$109.20
Office365PlanG3 ShrdSvr ALNG SU MVL PerUsr	U9S-00019	Adjustable		Monthly	12	\$1.40	1	United States	\$16.80
Future Monthly - Enterprise Online Services									
Office365PlanG1 ShrdSvr ALNG SubsVL MVL PerUsr	U4S-00002	Adjustable		Monthly	12	\$4.20	1	United States	\$50.40
Office365PlanG3 ShrdSvr ALNG SubsVL MVL PerUsr	U7S-00008	Adjustable		Monthly	12	\$11.80	1	United States	\$142.80
Office365PlanG4 ShrdSvr ALNG SubsVL MVL PerUsr	U9S-00008	Adjustable		Monthly	12	\$13.30	1	United States	\$159.60
Additional Online Products									
Online Services									
ExchgOnlinPln2G ShrdSvr ALNG SubsVL MVL PerUsr	3NS-00003	Adjustable		Monthly	12	\$5.34	100	United States	\$6,408.00
ProjProforOf365G ShrdSvr ALNG SubsVL MVL PerUsr	4ST-00001	Adjustable		Monthly	12	\$16.33	1	United States	\$195.96
VisioProforOf365G ShrdSvr ALNG SubsVL MVL PerUsr	P3U-00001	Adjustable		Monthly	12	\$8.49	1	United States	\$101.88
Office365PlanK1G ShrdSvr ALNG SubsVL MVL PerUsr	3KS-00001	Adjustable		Monthly	12	\$2.28	1	United States	\$27.36
ExchOnlinArchExchOnlinG ShrdSvr ALNG SubsVL MVL PerUsr	4ES-00001	Adjustable		Monthly	12	\$1.40	1	United States	\$16.80
Product Description	Part Number	Usage Indicator	Price Level D	Unit of Measure	Unit Quantity	Price Level D Minus (Proposed Percentage)*	License Quantity	Usage Country	Extended Amount (USD)
Additional Online Products not included in Attachment B - Office 365 Price Sheet	To Be Determined	Adjustable	\$ 100.00	Monthly	12	7.00%	1	United States	\$1,116.00
Bidders are to enter their proposed percentage discount in the cell J72									
								Total Total Future Pricing	\$8,437.20
								Total Years 1 through 3 plus Total Total Future Pricing	\$9,574,455.00

Company Name: En Pointe Technologies Sales, Inc.



SAN FRANCISCO
**DEPARTMENT OF
TECHNOLOGY**

One South Van Ness Ave., 2nd Floor
San Francisco, CA 94103-0948
Office: 415-581-4000

31 October 2016

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

2016 OCT 31 AM 11:27
SANDRA CALVILLO
CLERK OF THE BOARD
SAN FRANCISCO

Dear Ms. Calvillo:

Attached please find an original and two black and white copies of the proposed resolution for Board of Supervisors approval to amend two Agreements between the City and En Pointe Technologies Sales, LLC, increasing the maximum contract amounts: one for Microsoft Online 365 (O365) Agreement up to an amount not to exceed \$13,909,873, and the other for Microsoft EA Products up to an amount not to exceed \$14,719,597.

The following is a list of accompanying documents (one set):

- Proposed Resolution authorizing the Department of Technology (DT) to amend two Agreements between the City and En Pointe Technologies Sales, LLC
- Proposed First Amendment to the O365 Agreement and proposed First Amendment to the Microsoft EA Products Agreement
- Existing Agreements: O365 Agreement and Microsoft EA Products Agreement
- Summary - Calculation of New Contract Limits for each Agreement

The timeline for this resolution is urgent, as the existing Agreements executed in FY2014 are almost exhausted. The O365 Agreement requires an additional \$4,335,418 for a new not to exceed of \$13,909,873. The Microsoft EA Products Agreement requires an additional \$4,850,304 for a new not to exceed of \$14,719,597. The requested replenishment covers the remaining seven months of the contract term.

When the City first decided to adopt a more uniform email system, more than five years ago, departments were permitted and encouraged to adopt the Microsoft Outlook (now O365) system at their own pace. The additional contract authority is necessary because the popularity of the products and the growth in demand for the Microsoft products and services has been much greater than what was expected in 2014.

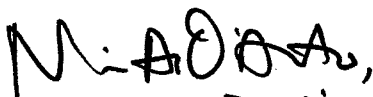
DT is seeking approval from the Board of Supervisors because Charter section 9.118, "Contract and Lease Limitations," subsection (b), requires Board of Supervisors approval of any contract estimated to exceed \$10 million in expenditures.

The following person may be contacted regarding this matter:

Leo Levenson
Deputy Director, Finance & Administration, CFO/CAO
Department of Technology
Leo.Levenson@sfgov.org
415-760-0579

Thank you very much for your attention to this request for legislation.

Best regards,


By direction

Miguel A. Gamiño
City Chief Information Officer (City CIO) | Office of Mayor Edwin M. Lee
Executive Director | Department of Technology
City and County of San Francisco